

COLLECTIVE BARGAINING AGREEMENT

Between

**ANCHORAGE POLICE DEPARTMENT EMPLOYEES
ASSOCIATION**



and

MUNICIPALITY OF ANCHORAGE



January 27, 2021 – December 31, 2024

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS	ii
PREAMBLE.....	1
ARTICLE I	1
RECOGNITION AND BARGAINING UNIT.....	1
Section 1. Recognition.	1
Section 2. Membership.	1
Section 3. Non-Discrimination.....	1
Section 4. Notice of Hire.	2
Section 5. Initial Probationary Period.	2
Section 6. Promotional Probationary Period.	2
Section 7. Personnel Regulations.	3
Section 8. Contracting.....	3
A. Subcontracting.....	3
B. Citizens' Academy.	4
C. Port Security.....	4
ARTICLE II	5
SCOPE OF AGREEMENT	5
Section 1. Management Rights.	5
Section 2. Change of Operations.	5
Section 3. Notices.....	5
Section 4. Computation of Time and Dates.....	5

Section 5. Meet and Confer.	5
ARTICLE III	6
NO STRIKE CLAUSE.....	6
ARTICLE IV.....	6
CHECKOFF	6
ARTICLE V.....	7
BILL OF RIGHTS AND GRIEVANCE PROCEDURE	7
Section 1. Bill of Rights.	7
Section 2. Grievance Procedure	10
ARTICLE VI.....	13
GENERAL WORKING CONDITIONS	13
Section 1. Working Out of Classification and Acting Assignments.....	13
Section 2. Authorized Representatives.	13
Section 3. Shop Steward and Association Officers.	13
Section 4. Examination of Records.	14
Section 5. Employee Roster.....	14
Section 6. Meal Periods.	14
Section 7. Relief Periods.....	15
Section 8. Pay Day.....	15
Section 9. Elections.....	16
Section 10. Safety and Liability.	16
Section 11. Discipline and Proper Notice.	17
Section 12. Shift Changes and Tour Trades	18
Section 13. Job Assignments, Promotions, and Involuntary Transfer.	21

Section 14. Light Duty.....	21
Section 15. Health Promotion.	22
Section 16. Supervisory Ratio For Special Events.....	22
Section 17. Outside Employment.....	22
ARTICLE VII.....	22
HOURS OF WORK AND OVERTIME	22
Section 1. Work Schedules.....	22
Section 2. Overtime.....	23
Section 3. Starting Time.....	24
Section 4. Established Shift.	25
Section 5. Days Off.	25
Section 6. Court Appearances.	25
Section 7. Call Out.	25
Section 8. Off-Duty Telephone Calls and Responses.	26
Section 9. Shift Differential.....	26
Section 10. Lengthy Work Shifts.....	26
Section 11. SWAT Team.....	27
Section 12. Court Liaison.....	27
Section 13. Canine Demonstrations.....	27
Section 14. Standby.....	28
Section 15. CAP Team.....	28
ARTICLE VIII.....	28
UNIFORMS	28
Section 1. Uniform Issue.....	28

Section 2. Non-uniformed Sworn Employees' Clothing and Equipment Allowance.	29
Section 3. Miscellaneous Clothing and Equipment Allowance.	29
Section 4. Cleaning.	29
ARTICLE IX.	30
SENIORITY	30
Section 1. Department Seniority.	30
Section 2. Position Seniority.	30
Section 3. Use of Position Seniority.	31
Section 4. Notice of Layoff	31
Section 5. Recall Procedure.	32
Section 6. Work Outside Shift.	33
Section 7. Job Assignment Standards.	33
Section 8. Retention on Return from Military Leave.	33
Section 9. Extra Employees.	33
Section 10. Break in Seniority.	33
Section 11. Compensation for Failure to Follow Seniority.	34
ARTICLE X.	34
SICK LEAVE	34
Section 1. Accrual.	34
Section 2. Use.	34
Section 3. Accrual During Leave.	34
Section 4. Use During Leave.	34
Section 5. Violation.	35
Section 6. Sick Leave Use for a Qualifying FMLA Condition.	35

Section 7. Excess Sick Leave Bank.....	35
ARTICLE XI.....	36
OTHER PAID LEAVE.....	36
Section 1. Bereavement Leave.	36
Section 2. Training.	36
Section 3. Military Leave.	36
Section 4. Jury Duty.....	37
Section 5. Blood Donation.....	37
Section 6. Contract Negotiations.....	37
ARTICLE XII.....	37
ANNUAL LEAVE	37
Section 1. Accrual.	37
Section 2. Extended Annual Leave.	38
Section 3. Accrual While on Leave.....	38
Section 4. Accrual Limit.....	38
Section 5. Use.....	38
Section 6. Annual Leave Cash-In.....	38
ARTICLE XIII.....	39
LEAVE WITHOUT PAY	39
Section 1. Personal Reasons.....	39
Section 2. Temporary Absences for Disability, Illness or Injury.....	39
Section 3. Chronic Absences for Disability, Illness or Injury.....	39
Section 4. Family Leave.....	39
ARTICLE XIV	40

HOLIDAYS	40
Section 1. Recognized Holidays.....	40
Section 2. Holiday Pay.	40
Section 3. Holidays on Work Days.....	41
Section 4. Holidays During Leave or Layoff.	41
Section 5. Holidays on Day Off.	41
Section 6. Personal Holiday.	41
ARTICLE XV	42
WAGES.....	42
Section 1. Starting Pay Rates.	42
Section 2. Step Increases.	43
Section 3. Accelerated Step Advancement.	43
Section 4. Wage Increases.	45
Section 5. Pay Enhancements and Premium Pay.....	46
Section 6. Canine Handlers.	46
Section 7. 401(k) Savings Plan.	47
ARTICLE XVI	48
CLASSIFICATIONS	48
Section 1. Classifications.	48
Section 2. Senior Police Officer.....	48
Section 3. Senior Clerk.	49
ARTICLE XVIII	49
HEALTH AND WELFARE	49
Section 1. Group Insurance.	49

Section 2. Municipal and Employee Contributions/Premiums.	49
Section 3. Section 125 Plan.	50
Section 4. Unpaid Leave.	50
Section 5. Retirees.	50
Section 6. Health Care Committee.	50
ARTICLE XIX	51
OTHER INSURANCE, SAVINGS PLANS AND RETIREMENT	51
Section 1. Life and Accidental Death & Dismemberment (AD&D) Insurance.	51
Section 2. Supplemental Life Insurance	51
Section 3. Dependent Life Insurance	51
Section 4. Long-Term Disability	51
Section 5. Short-Term Disability	51
Section 6. Savings Plan	51
Section 7. Retirement.	51
Section 8. Employee Assistance Program	52
ARTICLE XX	52
INJURY LEAVE	52
Section 1. Eligibility.	52
Section 4. First Three Days Following Date of Injury.	52
Section 5. Insurance Coverage.	52
Section 6. Termination of Municipality's Responsibilities.	53
Section 7. Requirement.	53
ARTICLE XXI	53
TEMPORARY DUTY ASSIGNMENTS	53

ARTICLE XXII	54
EDUCATIONAL BENEFITS	54
ARTICLE XXIII	55
TUITION REFUNDS.....	55
ARTICLE XXIV.....	56
SEPARABILITY AND SAVINGS CLAUSE	56
Section 1. Suspension.	56
Section 2. Separability.	56
ARTICLE XXV	56
SUCCESSORS AND ASSIGNS.....	56
ARTICLE XXVI	56
HOME CARS	56
ARTICLE XXVII.....	57
ADMINISTRATIVE FEES.....	57
TERM OF AGREEMENT	58
Section 1. Term.....	58
Section 2. Notice.....	58
2021 SALARY SCHEDULE.....	63
2022 SALARY SCHEDULE.....	64
2023 SALARY SCHEDULE.....	65

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PREAMBLE

This Agreement entered into by the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "Employer" and the Anchorage Police Department Employees Association, hereinafter referred to as the "Association," has as its purpose the promotion of harmonious relations between the Municipality and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of wages, hours and other terms and conditions of employment to encourage a more efficient and effective service in the public interest.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

Section 1. Recognition.

The Municipality of Anchorage hereby recognizes, during the term of this Agreement, the Anchorage Police Department Employees Association, as the exclusive bargaining agent for all employees of the Police Department whose job classifications are listed in Article XVI of this Agreement.

Section 2. Membership.

All employees covered under the terms of this Agreement may make application to join the Association as a full member or fair share member.

Individuals choosing not to be a member of the Association shall not be entitled to any member-only benefits offered by the Association.

Section 3. Non-Discrimination.

It is hereby agreed that there shall be no discrimination by the Municipality against any employee because of race, color, creed, age, sex, sexual orientation, disability, recognizing bona fide occupational qualifications, national origin, or because of membership in or lawful activity on behalf of the Association. It is hereby agreed that there shall be no discrimination by the Association against any employee or any employee desiring to be a member because of race, color, creed, age, sex, sexual orientation, disability, or national origin. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, handicap, national origin, or political affiliation. The Municipality shall

bear responsibility for defending against allegations of violations of this section on the part of the Municipality; the Association shall bear responsibility for defending against alleged violations on the part of the Association. Further, the Municipality is committed to positive, practical efforts in employment, promotion, and administration of personnel actions pursuant to this Agreement to ensure equal employment opportunity to all employees at all job levels. The Association recognizes and supports that commitment.

All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4. Notice of Hire.

The Municipality will advise the Association in writing of all new Police Department employees and their date of hire within fourteen (14) days of employment.

Section 5. Initial Probationary Period.

Employees who are hired/rehired in Police Officer, and Police Call Taker and Police Dispatcher positions shall be required to serve a 477-day probation period. The probation period includes field training and an academy.

Employees who are hired/rehired in Community Service Officer positions shall be required to serve a 365-day probation period.

All other employees who are hired or rehired shall serve a 180 day probation period (except for the job classifications noted above). The probation period will include field training and/or an academy, if applicable.

Probation periods may be extended in thirty (30) calendar day periods by mutual consent of the Chief of Police and the Association.

The Municipality's decision to terminate a new-hire probationary employee cannot be overturned unless it is found to be arbitrary, capricious, discriminatory or made in bad faith.

Section 6. Promotional Probationary Period.

Employees who promote or transfer to Police Officer, Police Call Taker and Police Dispatcher positions shall serve a 477-day probation period. All other employees who promote to a higher rank shall serve a 180-day probation period.

Employees who promote or transfer to Community Service Officer positions shall serve a 365-day probation period.

Employees who transfer to a different classification at the same pay grade shall serve only a sixty (60) day probation period.

Employees who fail to successfully complete the probation period for a position the employee promoted or transferred to shall voluntarily be demoted back to the previous position. If the position is filled, the new employee in the position shall be laid off, or may displace another employee in accordance with AMC 3.30.112. In these cases, there shall be no loss or break of position seniority as described in Article IX Section 2, and the employee shall not accumulate position seniority in the position the employee failed to successfully complete probation.

Section 7. Personnel Regulations.

Where this Agreement is silent, pursuant to AMC 3.70.170 the Municipality of Anchorage Personnel Regulations shall apply to employees represented by the Anchorage Police Department Employees Association.

Section 8. Contracting.

It is and has been the policy of the Municipality to make every effort to utilize its employees to perform work when they are qualified to do so, but the Municipality reserves the right to contract out indirect law enforcement.

In its exercise of this right, the Municipality agrees that subcontracting will be limited to indirect law enforcement, and that it will not contract or subcontract work regularly performed by other employees. The Municipality further agrees that it will not lay off any employee because of its exercise of its contracting rights here.

A. Subcontracting

1. Pursuant to the terms and conditions in this article, the Municipality shall be allowed to subcontract the following indirect law enforcement Prisoner transport, subpoena service, the service of civil process, non-injury accident investigations, vehicle towing, and the preparation of transcripts.
2. Any cost savings from subcontracting shall be used to provide additional staffing and/or equipment for the Anchorage Police Department. The Department agrees to meet and confer with the Association if equipment purchases are more than 10% of the ratio of staffing costs to equipment purchases which existed for the Anchorage Police Department in 2014.
3. No member of the APDEA shall be laid off or otherwise lose their job at the Anchorage Police Department as a result of subcontracting.
4. Before subcontracting, the Municipality will conduct a study to determine the cost/benefit of subcontracting. No subcontracting shall be undertaken unless to do so produces savings to the Municipality. The APDEA shall be informed of any report or study, shall be allowed input regarding the same, and will be provided with a copy of any final report or study.

5. Before subcontracting is implemented, the APDEA will be given an opportunity to present an alternative means of accomplishing the work proposed to be subcontracted which does not involve subcontracting and which maintains the work as bargaining unit work. The APDEA's proposal must be presented within fourteen (14) days of the receipt of the Municipality's final report or study. If, in the reasonable opinion of the Municipality, the APDEA's proposal meets or exceeds the savings expected to be achieved by subcontracting, as set forth in the Municipality's final report/study, the APDEA's proposal shall be implemented in lieu of subcontracting.

6. At the conclusion of a subcontracting contract, if the Municipality proposes to continue the subcontracting, the provisions of Subsection A.5 shall be applied again. In so doing, the APDEA proposal, if submitted, will be judged against the new, proposed subcontract.

7. Where subcontracting involves access to confidential information or to law enforcement investigations, the individuals used for the subcontracting will be subject to the same background investigation, as permitted by law, as may be applicable to APDEA members.

B. Citizens' Academy.

Though ordinarily the making of follow-up telephone calls to crime victims would be work performed by the APDEA, notwithstanding the other provisions of this article, the Municipality shall be allowed to have volunteers from the Citizens' Academy make such follow-up telephone calls, and perform such other work as shall be agreed to by the Chief and the APDEA.

C. Port Security.

1. The Municipality shall be allowed to subcontract security work at the Port of Anchorage so long as the work duties and assignments of the contract are restricted to the following: Limiting access of unauthorized persons to the Port, ensuring that authorized persons do not bring unauthorized property into the Port, and ensuring compliance of authorized persons with the Port's safety and security regulations pursuant to the Marine Transportation Security Act of 2002.

2. In order to facilitate cooperation between APD and the Port, the sergeant assigned to Community Liaison or designated by the Chief will regularly meet with a security officer of comparable rank to discuss issues that may interfere with the cooperation between APD officers and security guards and to ensure that the information necessary to the conduct of effective police and security activities in the Port are efficiently communicated to the APD officers and security guards who need the information.

3. The Municipality recognizes that law enforcement on Municipal streets is a function of the Anchorage Police Department.

4. The Municipality and the APDEA agree that the Port Security Contract will not be expanded to permit security guards to perform work traditionally performed by APDEA members at other locations or facilities within the Municipality. This agreement has no impact on current contracts for private security guards at certain Municipal buildings.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. Management Rights.

It is recognized that the Municipality retains the right, except as otherwise provided in this Agreement, to manage the affairs of the Municipality and direct its work force.

Section 2. Change of Operations.

Where new types of equipment are used which change the operations of the Department, new classifications are created, or the duties of an existing classification are substantially changed, the wages, hours, and working conditions covering such operation or classification shall be negotiated between the parties. In the event that negotiations cannot be finalized to the satisfaction of both parties, the issue shall be submitted to the Human Resources Department for its determination. Rates agreed upon or awarded shall be effective as of the date the job classification becomes effective. Establishment of wage rates under this section is subject to grievance and/or arbitration.

Section 3. Notices.

All notices required by either party in this Agreement shall be in writing to the President of the Association, Human Resources Director, and Chief of Police.

Section 4. Computation of Time and Dates.

The following definitions apply except where otherwise stated in this Agreement. Day means calendar days except where otherwise stated in this Agreement. Business day means Monday through Friday, excluding Municipal observed holidays.

Section 5. Meet and Confer.

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this agreement, and its interpretation or any other matter of mutual concern to employee representatives and the municipality. The parties further agree that either party may request, in a writing delivered to the other, that the parties confer within 14 days after the date of delivery of the request, which request shall specify the matter to be discussed. An inexcusable refusal to meet and confer in response to such request shall be a violation of this agreement. There shall be no obligation on the part of either party to reopen, modify, amend or otherwise alter the terminology or interpretation of this agreement or to make any other agreement as a result of any such conferences nor shall the requirement for such conferences alter the rights or obligations of the parties under this agreement.

ARTICLE III

NO STRIKE CLAUSE

During the term of this Agreement, the Association, for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall exercise any unlawful means which the Association or employees may possess against the Municipality nor shall the Association or employees engage in any unlawful job action or unlawful conduct which has as its purpose to influence the employer or other Municipal employees with respect to wages, benefits, working conditions, or other incidents of employment with the Municipality of Anchorage. If any of the unauthorized conduct, above specified, should occur, the Association will immediately notify the employees engaging in the unauthorized activities to cease and desist, and will publicly declare that such conduct is illegal and unauthorized. Any employee engaging in such conduct shall be subject to immediate dismissal by the Municipality. Nothing in this Article shall be construed to abridge any right of the Association or an employee granted under the United States and/or Alaska constitutions.

ARTICLE IV

CHECKOFF

The Municipality, upon receipt of a written authorization signed by the employee, shall deduct from such employee's wages each pay day Association dues, assessments, and/or other charges. The employee may revoke their authorization by notifying the Association and Human Resources Director or designee in writing. The Municipality agrees to make the deductions and send a check for the total amount, together with a list of the names of those employees for whom the deductions were made, to the Association. The Association agrees that the Municipality assumes no responsibility in connection with deduction of dues, assessments and/or other charged except as set forth in this Article. The Association agrees to defend, indemnify, and save harmless the Municipality from any claim and/or liability of the Municipality for compliance with this Article.

ARTICLE V

BILL OF RIGHTS AND GRIEVANCE PROCEDURE

Section 1. Bill of Rights.

Individual rights of employees in the Anchorage Police Department shall not be violated. To insure this, the following shall represent the Employee's Bill of Rights:

A. An employee shall be entitled to representation from the Association or its designee at each step of the Grievance Procedure set forth in this Agreement.

B. An employee shall be entitled to representation by the Association or its designee at each stage of a disciplinary proceeding brought against an Association member. Disciplinary proceeding is defined as any action taken against an employee by a superior officer, that may affect his working conditions, integrity, hours or wages, and which could reasonably lead to oral reprimand, written reprimand, suspension, discharge, demotion or disciplinary transfer.

C. No employee shall be required by the Municipality to submit to an interview in a disciplinary proceeding unless the employee is afforded the opportunity of having an Association representative or its designee present. If the Employer has reasonable cause to question an employee's fitness for duty, the Employer may require the employee to undergo a physical or mental examination to determine continued fitness for duty. If the employee disagrees with the results of such examination, or the results of the first examination indicate that a further examination is required, then either the employee or Employer may require a second examination. Should the findings and recommendations of the examining physicians significantly differ, a third opinion from another qualified physician selected jointly by the two physicians shall be obtained. The third opinion shall be followed by the Employer, the Association and affected employee. The first and, where applicable, third examination shall be paid for by the Employer and the second examination shall be paid by the employee (to the extent that such examination is not paid for through the Health and Welfare Plan) if the employee requests the examination, or the Employer if the Employer requires the second examination.

D. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty. This presumption does not increase the Employer's burden to establish just cause in any disciplinary action.

E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect hours, wages, or other terms and conditions of employment as a result of the exercise of rights under this Agreement.

F. When an employee is (a) under investigation, and (b) subjected to interview by the Department, (c) which could lead to disciplinary action (which is defined as oral

reprimand, written reprimand, suspension, discharge, demotion or disciplinary transfer), the interview shall be conducted under conditions listed in this Section.

G. The following provisions shall apply to such interviews:

1. Interviews shall be conducted at a reasonable hour, preferably when the employee is on duty, unless the seriousness of the investigation requires otherwise.
2. Employees shall be compensated if the interview occurs off-duty, at the appropriate overtime rate of pay.
3. Employees under non-criminal investigation shall be informed of the nature of the investigation and provided a copy of the written complaint, if one exists, within four (4) working days of when the complaint is received. Employees on leave status shall be notified within four (4) workdays of the employee returning to duty. The APDEA shall be contemporaneously provided with copies of all investigation notifications and disciplinary action reports given to the employee. Where known, employees shall be advised of the name of the complainant. Employees shall be informed of all details of the investigation which are necessary to reasonably apprise the employee of the factual background of the complaint. When, in the reasonable judgment of the Chief of Police, disclosure of the complaint will seriously jeopardize an investigation of the complaint, the notice requirement under this provision shall not apply.
4. Interview sessions shall be for a reasonable period and under reasonable conditions. Save when in the reasonable judgment of the Chief of Police prior notice of an interview will seriously jeopardize an investigation, an employee under investigation for a non-criminal offense shall be provided with a minimum of twenty-four (24) hours notice of any non-criminal interview.
5. Employees being interviewed shall be informed that failure to answer questions directly related to the investigation can result in disciplinary action, which includes discharge, unless the incident is being investigated as a criminal act, in which case, no employee shall be required to answer any questions and no disciplinary action can be taken for failure to answer under these circumstances. No promise of reward shall be made as an inducement to answering questions.
 - a. If the incident may result in either a civil suit and/or a criminal action, the employee may have an attorney, at his own cost, in addition to an Association Representative, be present at all steps of the investigation, provided the attorney does not obstruct the course of the investigation.
6. The interview may be recorded, and if it is, the employee shall have access to the recording, if any further proceedings are contemplated, or prior to any further interviews at a subsequent time. The employee that is being interviewed shall also have the right to bring his or her own recording device and record any and all aspects of the interview and, if the employee does so, the employee shall provide

the Municipality access to the recording. No recording device may be used by any party unless the Association and the Municipality are made aware of the fact prior to such interview. Employees shall be entitled to a transcribed copy of any notes made by a stenographer.

7. If prior to or during the interview of an employee, it is determined that the employee may be charged with a criminal offense, the employee shall immediately be informed of this fact.
 8. Interviews shall be conducted under circumstances devoid of abuse.
 9. Unless the circumstances of the investigation requires more time, an internal affairs investigation shall be completed within 45 days of initiation. The Department's disciplinary decision shall be finalized within 45 days of the completion of the internal affairs investigation.
 10. Internal investigation files shall not be used for the purposes of training other employees unless prior written consent is received from each employee mentioned in the files.
 11. Employees who would like to review their internal affairs file should coordinate with the Internal Affairs Unit to schedule a time to review the file. Internal Affairs will make the file available for a reasonable amount of time so that an employee can review the contents of the file. Employees shall be entitled to review and copies of their Internal affairs files as follows:
 - a. In investigations where there are sustained complaints against an employee and/or for which there is discipline imposed, the employee will have access/copies to the entire investigation as part of due process rights.
 - b. In investigations where there is no sustained complaint against the employee, the employee will have access to all portions of the file except the transcript or recordings of interviews. Provided, however, that if the Municipality intends to use the investigation narrative or the transcript or recordings of interviews for any purpose impacting the employee's wages, hours, or terms and condition of employment, or if the Municipality is contemplating releasing the investigation narrative or the transcript or recordings of interviews or executive summary to a third party, the Municipality shall contemporaneously provide the employee with access/copies to the relevant documents and recordings.
 - c. The APDEA President shall have the right to review the entire contents of Internal Affairs files that have resulted in other than a sustained complaint.
- H. All disciplinary matters will be removed from the personnel file, but will remain in the Internal Affairs files, at the following times and under the following conditions:

Oral Reprimand, Written Reprimand, Suspension, Demotion or Disciplinary Transfer: One year after the date of imposition of an oral reprimand or written reprimand, and two (2) years after the imposition of a suspension, demotion or disciplinary transfer. Any similar violations occurring during the above time periods will cause the existing disciplinary action(s) to be maintained in the personnel file for an additional one (1) year period.

At any time after the effective date of this Agreement, employees shall have the opportunity to notify the Municipality of any disciplinary records that are subject to the provisions of this section. In all cases where the Municipality receives such notification, and in all cases where discipline is imposed after the effective date of this Agreement, the Municipality shall remove the disciplinary matters from the employee's file on the time schedule set forth in this section, and shall provide the employee with the original of the documents removed from the file.

I. Unless otherwise described herein, all investigations will be conducted in accordance with State and Federal law.

J. Generally, personnel records, including Internal Affairs records, are not open to public inspection under Alaska law. Except where obligated by law or with prior written consent of the affected employee, the Municipality will not release information which is not otherwise a public record from an employee's personnel file to any third party not associated with or acting on behalf of the Municipality. Where release is required by law, the employer will make a reasonable effort to notify the employee prior to release of the information.

Section 2. Grievance Procedure

A. A "grievance" is defined as any dispute between the Employer and an employee or the Association regarding the interpretation or violation of this Agreement which has not been resolved by prior submission of the problem through the chain of command, and which has been accepted as a grievance by the Executive Board of the Association. A "grievance" shall not include challenges based upon the Municipal Personnel Rules promotional process or promotional decisions.

B. An employee who believes he or she may have a grievance is encouraged to attempt to informally resolve the matter through the chain of command.

C. The grievant shall report to the Shop Steward or such other Association representative as may be designated by the Association, any grievance that may arise between the employee and the Employer. The designated Association representative will attempt to resolve the matter by consulting with the employee's shift supervisor.

D. Step 1. If the grievance cannot be resolved, the designated Association representative shall report the matter to the Association, and the Association representative shall present the matter in writing to the Chief of Police, or his/her designee. The grievance filing must specify the Article or Articles allegedly in dispute, date of the violation (if known), nature

of the violation and remedy. All grievances shall be presented to the Chief of Police, or designee, with a copy to the Human Resources Department as soon as practicable after the occurrence upon which the grievance is based, but in no event later than thirty (30) calendar days for a termination grievance, or sixty (60) calendar days for all other grievances from the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance. A grievance involving a change or alleged change in current policy or procedure shall be dealt with solely under the terms of paragraph N of this section. The parties may mutually agree to meet regarding the grievance. The Chief of Police, or designee, must give a written response to the grievance within ten (10) business days of a termination grievance and twenty (20) business days for all other grievances from receipt of the grievance.

E. Step 2. Failing to settle the grievance in accordance with paragraph D, above, the appeal must be presented in writing by the Association to the Mayor or the Mayor's designee within ten (10) business days after the response from the Chief is due or received. The Mayor or the Mayor's designee shall respond in writing to the Association with a copy to the employee within ten (10) business days.

F. The Employer may file a grievance against the Association by giving written notice to the Association president, or designee, within thirty (30) calendar days of the event giving rise to the grievance. The parties may mutually agree to meet regarding the grievance. The Association must give a written response to the grievance within fifteen (15) business days from receipt of the grievance.

G. Step 3. If the grievance cannot be resolved within the time frames above, the Employer or the Association may request arbitration. The request for arbitration must be made in writing within twenty (20) business days from the date of receipt of the Mayor's or the Mayor's designee's or Association's response under subsection E or F, above, as may be applicable. The arbitration request must specify the Article or Articles of this agreement allegedly in dispute.

H. Method of Selection of Arbitrator: Upon receipt of the arbitration request by either party to arbitrate a grievance, the moving party shall notify the next arbitrator on the standing panel with a copy to the Human Resources Department, in accordance with 2(Q) of this Section.

I. The parties may request that any dispute submitted to an arbitrator shall be heard by the arbitrator within thirty (30) calendar days from the date submitted. An arbitrator shall render a decision within thirty (30) calendar days from the date the dispute is tendered to him, unless otherwise mutually agreed upon by the Association and the Employer.

J. The arbitrator shall have no authority to amend, alter or modify this Agreement or its terms and shall limit recommendations solely to the interpretation and application of this Agreement.

K. The decision of the arbitrator will be binding upon all parties hereto.

L. Arbitrator expenses shall be borne by the losing party, who shall be designated by the arbitrator in his/her decision.

M. The failure of either party to follow the above time limits shall result in resolution of the grievance against the party failing to meet the time limits. The parties may mutually agree in writing to modify the time limits in any step of the grievance procedure.

N. If the Department implements a change in a current policy or procedure over which the Employer has a mandatory obligation to bargain, or a dispute arises under the light duty section of this Agreement, the designated Association Representative may grieve such change, in writing, to the Chief of Police or designee. Such grievance must be filed within seven (7) business days of receipt of the proposed policy change. To the extent possible, absent emergencies, notice of a policy or procedural change shall be issued one (1) week in advance of the anticipated effective date.

When a grievance is filed under N above, the arbitrator must hear the grievance within thirty (30) business days of receipt by the Chief and shall render a decision within two (2) weeks of the conclusion of the hearing. No post-hearing briefs shall be submitted in such cases. Upon the mutual agreement of the parties, any grievance may be submitted through an expedited grievance procedure.

O. If the Association declines to pursue a termination grievance of a non-probationary employee and the employee still wishes to grieve the termination, the employee shall notify the Chief of Police, or designee, and the Human Resources Department, or designee, within three (3) business days of receiving notification from the Association that it has declined to pursue the grievance. Upon receipt of the employee's request, the Human Resources Department shall select an arbitrator certified by the American Arbitration Association. The arbitrator shall hear and resolve the grievance as provided under paragraphs I through M above.

P. To the extent possible, when feasible and consistent with the requirements of AMC 3.70.020B, notice of a policy or procedural change affecting wages, hours or other terms and conditions of employment shall be given to the President of the Association one (1) week in advance of the anticipated effective date. However, nothing in this Agreement shall be construed to mean that the Municipality has agreed to bargain, to submit to grievance or arbitration, or to include within the terms of this Agreement, any non-mandatory subject of bargaining or to waive any management right possessed by the Municipality.

Q. Within sixty (60) days following the execution of this Agreement, the parties shall meet to select a standing panel of seven (7) arbitrators to hear grievances, and periodically meet as needed to update the panel. The arbitrator for grievances shall be selected from the standing panel on a rotating basis, provided the arbitrator is able to hear the grievance within the time frames set forth in this Agreement. The parties shall utilize the pre-existing arbitrator selection process until the new system is in place.

ARTICLE VI

GENERAL WORKING CONDITIONS

Section 1. Working Out of Classification and Acting Assignments.

The Municipality agrees that unless otherwise specified, they will be governed by the schedule of wages and working conditions in Articles XV and XVI. In the event that an employee assigned either by expressed assignment of a superior officer or by the accepted practices of the Department, to work out of classification (another union position) or in an acting assignment (non-represented or executive position) in a higher classification for a full shift or half shift, then the Municipality agrees to pay such employee at ten (10) percent above the employee's factored rate of pay for that time worked. The Municipality shall choose the most qualified employee for the position. Where qualifications are substantially equal, seniority will be the determining factor. The decision whether to appoint an employee to a higher classification shall rest with the Chief of Police or designee. Nothing herein shall require that an employee be assigned to a higher classification and/or supervisory position when such positions are vacant.

Section 2. Authorized Representatives.

The Association shall have as its representative an individual appointed by the Association President who shall be authorized to speak for the Association in all matters covered by this Agreement.

Section 3. Shop Steward and Association Officers.

A. Shop Stewards. Shop Stewards shall be appointed from among the Association members who are employees of the Municipality at any given point by the Association, at the Association's discretion and in a layoff situation shall be the last members laid off. Shop Stewards and Association Officers shall be allowed to handle complaints and grievances arising under this Agreement, and Association Officers shall be allowed to attend to Association business during their normal working hours without loss of compensation for time spent in the pursuit of their duties. Association Officers and Shop Stewards shall be allowed a reasonable amount of time off with pay for the purposes of attending the APDEA's annual in-house shop steward training that occurs during their regularly scheduled work hours and that is attended also by non-represented Police Department employees. Association Officers and Shop Stewards shall also be allowed on an annual basis to attend no more than 10 training classes for the aggregate of all Association Officers and Shop Stewards.

The Shop Stewards or Association Officers shall attempt to notify his immediate supervisor prior to leaving to attend to Association business. In the event the immediate supervisor is not available, the Shop Steward or Association Officer shall notify Dispatch. The maximum number of Shop Stewards shall not exceed twenty-five (25), including a

Chief Shop Steward, but not including the President, Vice President, Treasurer, and Recording Secretary, during the term of this Agreement. Upon request, the Association shall provide the Municipality with an updated list of current Shop Stewards and Association officers.

B. APDEA President. Recognizing the mutual benefit to the parties of cooperative labor relations and the resolution of grievances and potential grievances at the lowest possible level, the Municipality will allow the APDEA President to work on such Union related business. The Association shall reimburse the Municipality for 50% of the APDEA President's salary.

C. Retirement Board. APDEA members appointed to serve on the Police and Fire Retirement Board shall be allowed to attend to the business of the retirement board during their normal working hours without loss of compensation for time spent in the pursuit of their Retirement Board duties.

Section 4. Examination of Records.

Except as otherwise provided by law, the Association or its designee shall have the right to examine all records pertaining to bargaining unit employees for matters covered by this Agreement on proper written notification in advance to the Municipality. The Municipality shall make available original or copies of the original records for examination by the Association or its designee upon two (2) business days notice from the Association or its designee. Other than the records described in Article V(1)(G)(11), the Association shall not have the right to examine medical records without the written consent of the employee, and shall have no right to examine records the employee has no right to examine.

The Municipality shall maintain a separate file containing test and selection information and results on promotions and job assignments. Upon official request, the APDEA shall be allowed to examine the records in the promotional and job assignment file.

Section 5. Employee Roster.

The Municipality agrees to furnish the Association once each quarter with a roster of all employees working for the Department when same is required by the Association. The Association agrees that it will furnish all forms required by the Municipality to be used in complying with the provisions of this section.

Section 6. Meal Periods.

Except for sworn uniformed officers and other employees assigned to sections that provide 24 hour service, regular employees shall receive an unpaid meal period of sixty (60) minutes, which the Department will attempt to schedule mid-way of each shift, that shall not be considered as time worked. At the employee's option, on an individual case

basis and subject to the reasonable operating needs of the Municipality, the unpaid meal period may be thirty (30) minutes in length.

For all sworn uniformed employees and regular employees working in sections that provide 24-hour service, a paid meal period of up to thirty (30) minutes will be allowed, which the Department will attempt to schedule mid-way of each shift

Employees who work more than three (3) hours before or held over more than three (3) hours after their regularly scheduled shift, shall be provided an additional meal period of thirty (30) minutes at the appropriate overtime rate of pay.

Subject to supervisory approval, an employee shall be allowed to combine either or both of their relief periods with their lunch period, with the goal that the lunch period will be taken in the middle portion of the shift.

Section 7. Relief Periods.

All employees shall be allowed two 15-minute relief periods during the work shift. The Association and the Municipality shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When working other than the regular shift, relief breaks shall be taken each (3) hours.

Section 8. Pay Day.

All employees covered by this Agreement will be paid every other Friday. If a payday is on a recognized holiday, then that payday shall be the last business day prior to the recognized holiday. The Municipality shall provide for automatic payroll deposit. Employees who do not elect to receive their paychecks by automatic payroll deposit will have the paycheck available by close of business on the payday.

An error in pay is defined as a discrepancy between the timecard submitted and actual hours paid for that pay period. Errors in pay will be corrected by the Municipality by the next full pay period after the error in pay is verified and confirmed by Central Payroll. Errors in pay shall not apply when the employee incorrectly enters information into the timekeeping system.

If the Municipality fails to correct an error in pay by the next full pay period after the error in pay is verified and confirmed by Central Payroll, then the employee shall receive four (4) hours of wait time pay at the employee's straight-time factored rate of pay for each scheduled work day after the initial payday on which the error occurred.

Any pay owed to an employee from an error in pay that is timely corrected by Central Payroll will be paid on the pay check associated with the pay period in which the error is corrected, which will be two weeks after the associated pay period ends. When an error in pay, however, results in a loss of over twenty percent (20%) of an employee's gross wages for the affected pay period, such errors shall be corrected within five (5) business

days from when the employee notifies Central Payroll of the error in pay. The parties agree to work together to resolve any penalties owed as a result of an error in pay under this section to come to a reasonable penalty amount in light of all factors including the amount of the underpayment and the amount of time it took to correct the error in pay.

If an error in pay occurs as a result of a payroll software error, APDEA will notify Central Payroll no later than Tuesday following the pay advice date of a potential software-related error. The Municipality will have until the following Friday to verify the existence of the software error. Upon verification of the software error, the Municipality will have eight (8) weeks from the initial pay advice date to correct the software error, test the correction, implement the correction, and correctly pay employees. Wait time pay for software errors begins only if the employee has not been correctly paid eight (8) weeks after the initial pay advice. In such cases the employee will receive wait time pay at the employee's straight time factored rate of pay for four (4) hours for each scheduled work day until the error in pay has been corrected.

Section 9. Elections.

Regular employees shall be granted time necessary to vote at Employer's discretion and only when the employee can demonstrate that he/she could not vote on his/her own time for the purpose of voting in Federal, State, and Municipal-wide General or Special Elections. Proof of voting may be required. The Municipality will continue with its present policy in regard to Association meetings.

Voting in Association elections shall be allowed during on-duty time at the employee's work place.

Section 10. Safety and Liability.

A. No employee shall be required to operate any equipment which is unsafe. No disciplinary action or other form of discrimination shall be instituted against any employee for questioning whether a piece of equipment is safe.

B. Safety defects in equipment shall be reported by the employee immediately or at the end of the assigned shift to his/her immediate supervisor or, in the event the immediate supervisor is unavailable, the report shall be made to Dispatch.

C. When an occasion arises where an employee notifies the Employer of a question of safety, there shall be an immediate investigation of the safety matter in question by the supervisor. If the matter cannot be resolved between the employee and his supervisor, there shall be an investigation by a committee of equal representation of the Association and the Municipality. The committee must meet within fourteen (14) days from the time the employee has notified the employer of a question of safety, if the problem has not

been resolved before that time. The committee's determinations on the matter shall be followed.

D. Equipment deadlined by the committee shall be certified as "safe to return to duty" by the Department Safety Officer in writing.

E. The Municipality will ensure parking for all non-sworn personnel assigned to a substation.

F. No non-sworn employee shall drive a patrol car unless it is prominently marked "out of service".

G. The Municipality and the Association shall cooperate in designing and carrying out a safety program affecting all employees.

H. Employees shall report as soon as reasonably possible all vehicle accidents involving municipal vehicles, or involving personal vehicles driven during work hours, in accordance with Police Department policies.

I. Employees shall report all work related injuries/illnesses immediately to their supervisors, and timely complete required injury/illness reports, in accordance with Police Department policies.

Section 11. Discipline and Proper Notice.

The Municipality retains the right to discipline an employee for just cause but agrees that the designated Association representative shall be notified of the reason of such contemplated discipline in writing, prior to any action taken against the employee. An employee may be temporarily suspended without pay if such suspensions are in accord with the principles of due process contained in the Alaska and United States Constitution. The Municipality further agrees that with the exception of drunkenness, dishonesty, or gross disobedience, all regular employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge. For the purposes of section, "gross disobedience" shall mean willful refusal to obey a reasonable order. An employee shall be permitted to withdraw a resignation from employment up to ten (10) business days before the employee is actually separated from service.

Prior to discharge of an employee for disciplinary reasons, the employee shall be given notice of the reason(s) for discharge and an opportunity to respond to the stated reasons for the discharge. Should the employee request an opportunity to be heard, the hearing shall be informal and shall be conducted by the Chief or his/her designee. The employee may be represented by counsel, at his/her own expense, and/or by a representative from the Association. A final determination regarding discharge shall not be made until such a hearing has been conducted. Nothing herein shall affect the Association's or employee's rights under Article V of this Agreement.

Section 12. Shift Changes and Tour Trades

A. Shift Changes. The Department may only make temporary non-disciplinary involuntary changes in shifts under the following circumstances:

1. The Department first attempts to gain the voluntary concurrence of the employee and the Association to the change.
2. The Department gives the employee thirty (30) days written notice of the intent to change shifts.
3. The change in shifts occurs on a shift rotation day.
4. The change is a period of no longer than one hundred and twenty (120) days.
5. The Department has reasonable cause to believe that the shift change is in the best interests of the employee and the Department.
6. Unless the employee agrees, the shift change does not involve a change in days off.
7. If the employee's permanent shift qualifies for shift differential, the shift differential is continued during the period of the changed shift.
8. The Department may not use its rights under this section to change an employee's shift more than once every three years.
9. The Department may not use its rights under this section to change the shifts of more than four employees at any one shift rotation.

Additionally, with the joint approval of the Association and the Chief of Police, employees may change shifts and days off prior to the next scheduled posting of the monthly roster. The foregoing does not apply to disciplinary action.

B. Tour Trades.

The Anchorage Police Department recognizes that employees value the ability to utilize various leave options as a way to fulfill obligations, both personally and professionally. Therefore, the following system of shift trades is available to eligible employees to utilize at their option.

Requirements/Limitations:

Employees shall be considered equally competent with other employees who are equally qualified and assigned to the same position and work unit. Example: Day Shift Patrol Officers can trade with Patrol Officers assigned to swing shift, Call Takers can trade with other Call Takers. The trading of a shift shall not cause any loss of work production. The reasons for requesting the shift trade are of no

concern to the Department; however, if the shift trade results in a conflict with the Department's or Municipality's interests, it may be denied.

Employees may use shift trades in conjunction with annual leave or compensatory time, but they may not be used in conjunction with "RGS" days, and they may not be scheduled during a shift when mandatory training has already been scheduled. Only two employees may participate in a tour trade; 3-way (or more) trades are not permitted. Trades are only "work for work"; no trading of any sort of leave for work is allowed. Employees are not permitted to participate in any shift trades until released from FTO. Shift trade work has the same rules and limitations as annual leave with respect to overtime. Employees are not permitted to use a shift trade to make them available for overtime work. If an employee is participating in a shift trade, he or she is no longer eligible to be called in for overtime work or participate in any posted overtime details during the hours of the shift trade. Employees are not permitted to use a tour trade on their recognized holiday.

All employees must comply with any work-hour limitations established by the APD Mandatory Rest Policy or any other applicable APD Policy. These hour limitations are inclusive of regular shifts, overtime work, and shift trade work. With the exception of Dispatch, only full shift trades will be permitted. As a matter of practice, Dispatch may complete shift trades in four hour increments with only one four, eight, or twelve-hour trade per scheduled shift.

Employees will make shift trade arrangements on their own and they will be submitted via whatever timekeeping system is used by the Department for the employees involved in the trade. An employee who is regularly scheduled to work a shift but is taking it off as a tour trade is referred to as the TTO (Tour Trade Off). An employee who is not regularly scheduled but has agreed to work the shift as part of a tour trade is referred to as the TTA (Tour Trade Accepted).

The employee accepting the request for a Tour Trade will be designated as TTA (Tour Trade Accepted) in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade. The TTA will be responsible for marking him/herself as TTA in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade and the process will make the other Officer TTO. Once a shift trade is agreed upon it will be executed as such unless both parties agree on its cancellation and indicate the agreement by mutually retracting the request in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade.

Repayment of all shift trades will be the responsibility of the individuals involved. All repayments of shift trades need to be decided upon at the time of the initial agreement and entered into Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade. All shift trades must be

concluded within the same shift rotation.

Neither the APD nor the APDEA are under obligation to assure replacement of traded time and will not incur any costs by the shift trade that would not otherwise be generated.

Both employees involved in any shift trade must assure that all provisions of this agreement are followed. An employee found in violation of the provisions of this agreement shall be subject to consequences as follows:

- First offense: Three-month suspension of shift trades.
- Second offense within 12 months of first offense: One-year suspension of shift trades.

Any employee whose shift trade privileges have been suspended is still obligated to complete any trades agreed upon prior to the imposition of the disciplinary action. Repayment of all shift trades will be the responsibility of the individuals involved.

In addition to the consequences outlined above, the provisions of the Regulations – Duty Requirements policy shall apply when an employee obligated to a shift trade fails to report or is late to report on the proper date. If an employee inexcusably fails to report for an obligated shift trade, the department may deduct a comparable number of annual leave hours (equal to the number of hours the employee was obligated to work) from the employee's leave account in order to compensate for the employee's absence.

In the instance of a failure to report, the burden of proof resides solely with the originally scheduled employee and it is his or her responsibility to demonstrate that the other employee actually agreed to the trade in advance. The shift trade "contract" is the total responsibility of the traders. Once the burden of proof has been shown, any appropriate consequence and repayment will then reside with the employee who was supposed to be working according to the shift trade contract. If a circumstance arises in which it is not clear who is obligated to work the shift, the TTO will be charged leave.

If an employee is placed on illness or injury leave, or otherwise becomes unavailable for work and has tour trades during the same time period, it is the responsibility of the TTA to find a replacement no later than one hour before the start of the scheduled work shift. If no replacement is provided, the TTA will be charged the appropriate amount of annual or sick leave, in accordance with the CBA.

If overtime is generated during the shift trade work, such as a late arrest, the TTA shall complete an overtime entry into TeleStaff or whatever other timekeeping system is used by the Municipality for the TTA and receive the appropriate

compensation. If any seniority-based overtime is made available, such as any holdover for special details, the TTA will be eligible for the overtime based upon their own seniority position. All overtime incurred on the day of the shift trade will be paid at time and one half of the working employee's wage, plus any applicable specialty pay that is normally earned by the TTA.

If the TTO employee separates from employment or promotes or demotes to a new classification, whether voluntarily or involuntarily, before paying back tour trades, APD will withhold the value of the unpaid tour trades on an hour-for-hour basis from the TTO employee's annual leave or compensatory time banks prior to those banks being paid out to the TTO employee upon separation. In turn, APD will credit the withheld annual leave or compensatory time to the TTA employees who are owed tour trades from the TTO.

Section 13. Job Assignments, Promotions, and Involuntary Transfer.

A. Job Assignments. Job assignments shall be made on the basis of qualifications, as determined by the Employer. Qualifications being substantially equal, job assignments shall be made on the basis of department seniority.

B. Qualifications. AMC 3.30.045 of the Municipality's personnel rules shall not apply to automatically disqualify an APDEA member from job assignments, promotions; provided, however, that nothing in this section shall prevent the Municipality from taking into account the factors listed in AMC 3.30.045 of the Municipality's personnel rules, where appropriate under the circumstances, in making a promotional or job assignment decision.

C. Involuntary transfers. An employee may be involuntarily transferred for non-disciplinary reasons to a different job assignment within a division under the following circumstances: (1) based upon the needs of the Department as determined by the Chief of Police, or his/her designee, no more than once each calendar year or (2) in an emergency. An employee who is being involuntarily transferred for other than an emergency shall be given at least thirty (30) days notice before the transfer is affected. Any involuntary transfer shall be subject to review under the grievance and arbitration provisions of this contract and shall not be upheld if determined to be arbitrary, capricious, discriminatory or made in bad faith. The foregoing does not apply to job assignments as a result of disciplinary action.

Section 14. Light Duty.

An employee who is unable to perform the duties of his/her classification because of medical reasons shall be immediately placed on light duty status and assigned to duties, at the discretion of the Chief or his/her designee, providing the physician's medical limitations are met, Sections 12 and 13 of Article VI notwithstanding. If the light duty assignment is less than 40 hours in length, there shall be no involuntary change in shifts or days off. If the employee's regular shift made the employee eligible for shift differential,

the employee shall be entitled to continue receiving shift differential for the duration of the light duty assignment, even if the employee is changed to a different shift while on light duty.

Section 15. Health Promotion.

The Association recognizes that the provision of the safe work environment and promotion of a healthful workforce is the right and obligation of the Municipality. The Association agrees to cooperate with the Municipality in its exercise of the obligation so long as no right guaranteed under this Agreement is violated and with the recognition that participation of its members in any or all health promotion programs made available by the Municipality shall solely be on a voluntary basis on the part of the member(s).

Section 16. Supervisory Ratio For Special Events.

For every seven (7) employees scheduled for special event work described herein, one (1) supervisor shall also be assigned. These special assignments will be posted no less than five (5) days prior to the event where possible. A special event is defined as any event that requires the presence of a Police Officer for Traffic or Crowd Control, i.e., School and College activities, Sporting Events, Concerts, Festivals, Parades and Demonstrations.

Section 17. Outside Employment.

In accordance with applicable municipal laws, employees shall be allowed to engage in outside employment subject to the approval of the Chief of Police, which shall not be unreasonably withheld. Outside employment must meet the following standards: (1) the outside employment may not pose a conflict of interest with the employee's status as an Anchorage police employee; and (2) the outside employment must not detract from the employee's primary employment with the Department.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. Work Schedules.

The work schedules for regular employees shall consist of any of the following:

- A. 5-8's schedule, which consists of eight (8) hour shifts during five (5) consecutive twenty-four (24) hour periods.
- B. 4-10's schedule, which consists of ten (10) hour shifts during four (4) consecutive twenty-four (24) hour periods.

- C. 3-12's/1-8 schedule, which consists of twelve (12) hour shifts during three (3) consecutive twenty-four (24) hour periods in one week, and twelve (12) hour shifts during three (3) consecutive twenty-four (24) hour periods and one eight (8) hour shift during the other week, for a total of 80 scheduled hours in one pay period, with the schedule starting midway of the 8 hour shift.
- D. 9-80's schedule, which consists of nine (9) hour shifts during four (4) consecutive twenty-four (24) hour periods one week, and one 8 hour shift and nine (9) hour shifts during four (4) consecutive twenty-four (24) hour periods for the other week, for a total of 80 scheduled hours in one pay period, with the schedule starting midway through the one (eight) 8 hour shift.

By mutual written agreement, the parties may agree to alternate schedules.

Section 2. Overtime.

All work outside of an employee's regularly scheduled shift (e.g. over eight (8) hours per work day for those working five-eighths (5-8's); over ten (10) hours per work day for those working four-tens (4-10's), over eight (8) or nine (9) hours per work day for those working nine-eighths (9-80's)), or in excess of forty (40) hours in a work week that qualifying under Fair Labor Standards Act (FLSA) as overtime, shall be paid at the overtime rate of pay.

The overtime rate is time and one-half (1-1/2), unless otherwise specified in this Agreement.

The overtime rate of pay for all time worked outside of an employee's regularly scheduled shift but not qualifying as FLSA overtime shall be paid at the overtime rate times the factored rate of pay, unless a higher rate of pay is applicable (working out of classification or in an acting assignment),

The overtime rate of pay for all time worked that qualifies as FLSA overtime (in excess of forty (40) hours in a work week and outside of the regularly scheduled shifts) shall be paid at the overtime rate times the "regular rate of pay" as defined in the FLSA, unless a higher rate of pay is applicable (working out of classification or in an acting assignment),

Paid leave (including, but not limited to, holidays, vacation, military leave, jury duty, and sick leave) and unpaid leave are not considered "hours worked" for the purposes of meeting the over forty (40) hour work week or outside of regularly schedule shift thresholds.

If the employee works overtime on the second (2nd) day off, the employee shall be paid at the overtime rate of two (2) times the factored or regular rate of pay, whichever is applicable, Two times pay applies only on the second (2nd) day off. Where training assignments are posted at least five days in advance, employees attending training as students during their off-duty hours shall receive the overtime rate of time and one-half (1-1/2) for the hours spent in training, regardless of which day of the workweek on which the training occurs.

Voluntary overtime, for work outside of normal shift, with advance notification of not less than five (5) days, shall be paid at the overtime rate of one and one-half (1-½) times the factored or regular rate of pay, whichever is applicable, for hours worked, regardless of which day of the workweek the voluntary overtime occurs.

Overtime shall be paid for all work performed outside the regularly scheduled shift. If overtime performance is less than one-quarter (1/4) hour, the time shall be considered at one-quarter (1/4) hour and paid accordingly. If overtime performance is more than one-quarter (1/4) hour, but less than thirty (30) minutes, the extent of time will be considered as thirty (30) minutes and paid accordingly.

The employee may elect to receive compensatory time off in lieu of overtime pay. All overtime shall be multiplied by the appropriate rate for that overtime day, or that overtime work, to determine the number of compensatory hours granted. Compensatory time provisions will apply in accordance with current law. An employee may accumulate a maximum of two hundred forty (240) compensatory hours, which will be treated in the same manner as annual leave.

There shall be two types of compensatory time off: (1) Compensatory time off earned as a result of hours worked which constitute overtime under the Fair Labor Standards Act, which shall be referred to as "FLSA Compensatory Time"; and (2) Compensatory time off for overtime hours worked which do not constitute overtime under the Fair Labor Standards Act, which shall be referred to as "Non-FLSA Compensatory Time." The usage standards for FLSA Compensatory Time shall be those established by the Fair Labor Standards Act. Non-FLSA Compensatory Time may be used by the employee subject to the Municipality's reasonable operating needs. The Municipality retains the discretion to deny a request to use Non-FLSA Compensatory Time if it would be required to replace the employee desiring to use compensatory time with another employee on an overtime basis. For purposes of the Fair Labor Standards Act, a "reasonable period" of time in which to request the use of FLSA Compensatory Time is fourteen (14) days in advance of the requested use. If a request for FLSA Compensatory Time is not made fourteen (14) days in advance of the requested use, the Municipality retains the discretion to reject the request. For purposes of the compensatory time off provisions of this agreement, the parties acknowledge that the Municipality may utilize the partial overtime exemption found in Section 207(k) of the FLSA.

An employee's compensatory time off must be exhausted before the employee may use paid annual leave.

Section 3. Starting Time.

A. One regular starting time shall be established for each shift. With the exception of paragraph B of this section, an established starting time may not be changed prior to the next shift roster without the concurrence of the Association and the Chief of Police or designee.

B. Where the special needs of the Department require, an individual employee's starting time for a shift may be changed, as the Chief of Police or designee may require. An employee so affected shall be notified at least seven (7) days in advance; such change in starting time shall not last more than two (2) consecutive shifts; and no employee's starting time shall be changed more than once every one hundred and eighty (180) days.

C. There shall be no flex time without the joint concurrence of the APDEA and the Municipality. Provided, however, that on a case-by-case occasional basis at the request of the employee, a supervisor and an employee can agree on an adjustment of a starting time for non-operational reasons in order to accommodate the employee's personal concerns.

Section 4. Established Shift.

A. Regular shifts or regularly scheduled shifts are established shifts that consist of a specified number of consecutive hours and, subject only to paragraph B of Article VII, Section 3, the starting and ending times of each established shift shall be the same for each work day of the work schedule.

B. In accordance with Article IX, Section 5, and Article VI, Section 14, assignment to such shifts shall be governed by seniority.

Section 5. Days Off.

Subject to the needs of the Department for an employee to work overtime, all employees shall have consecutive days off.

Any work performed on scheduled days off shall be paid at the appropriate rate of pay as outlined in Section 2 of this Article.

Section 6. Court Appearances.

A. When an employee has a work related court appearance outside the employee's regular shift, the employee shall receive court duty compensation at the appropriate overtime rate and shall be guaranteed a minimum of three (3) hours overtime pay. In the event that the court appearance is for more than three (3) hours, the employee shall be paid for the guaranteed three (3) hours, as well as for the time after the three (3) hours on an hour-for-hour basis at the appropriate overtime rate.

B. Any court appearance within one (1) hour of employee's shift shall be paid at the appropriate overtime rate for the amount of time of the court appearance.

Section 7. Call Out.

A. Call out pay applies when an employee has completed the regularly scheduled shift, has left work, and is called back out. Call out pay does not apply when an employee is

held over at the end of a regularly scheduled shift. When an employee has completed the regularly scheduled shift and is called back out to perform work, the employee shall be compensated at the appropriate overtime rate of pay, receiving a guaranteed minimum of four (4) hours pay at the appropriate overtime rate.

B. When an employee is called out to perform work previously incorrectly performed by the employee and the correction must be performed before the employee's next scheduled shift, the work will be compensated only for the actual time worked at the appropriate overtime rate of pay, exclusive of transportation time.

C. When an employee is called to work prior to the regularly scheduled starting time, and continues to work into the regular shift, the employee shall be paid for the time worked at the appropriate overtime rate. If an employee is called in at any other time, except to perform work previously incorrectly performed, the employee shall be guaranteed a minimum of four (4) hours pay at the appropriate overtime rate.

Section 8. Off-Duty Telephone Calls and Responses.

Employees responding to off-duty telephone calls will be compensated in fifteen (15) minute increments (Article VII, Section 2) for time worked at the applicable rate. Excluded from this provision is telephonic testimony for which the employee is subpoenaed and which will be paid at the Court Overtime Rate.

Section 9. Shift Differential.

Employees covered by this agreement shall receive a shift differential equal to three percent (3%) of their factored rate of pay for working swing shifts and six percent (6%) of their factored rate of pay for working mid shifts. Employees eligible for shift differential on their regular shifts shall continue to receive their normal shift differential during light duty, TDY, or training held outside of their normal shift hours provided the training is forty (40) hour or less. Call out pay will qualify independently for shift differential pay based on the start time. Overtime worked in conjunction with a scheduled shift qualifies for that scheduled shift's shift differential. All other overtime worked will qualify independently for shift differential pay, unless otherwise stated within this agreement.

A. The day shift is any shift starting between the hours of 5:00 a.m. and 11:59 a.m.

B. The swing shift is any shift starting between the hours of 12:00 noon and 6:59 p.m.

C. The mid shift is any shift starting between the hours of 7:00 p.m. and 4:59 a.m.

Section 10. Lengthy Work Shifts.

Except in the event of a natural disaster or a civil emergency under AMC 3.80, non-sworn employees shall not be required to work more than twelve (12) consecutive hours nor have less than eight (8) consecutive hours off. Sworn employees shall not be required to work more than eighteen (18) consecutive hours, with a minimum of six (6) hours off, or

work more than twenty (20) consecutive hours, with a minimum of ten (10) consecutive hours off.

Employees working hours outside their regular work schedules are responsible to ensure the appropriate break in service can occur prior to their scheduled return to service. In exigent circumstances, with the approval of the Chief of Police, these restrictions can be altered. If employees are ordered to work outside of these limitations, the additional work shall be paid at the appropriate overtime rate.

This provision supersedes any seniority provision of this Agreement with respect to the allocation of overtime.

Section 11. SWAT Team.

Hours of work and shifts for those positions assigned to the SWAT team as their primary duty may be established and adjusted as required to effectively respond to crime patterns and time. Such hours and shifts shall be scheduled for at least a week's duration. The SWAT team members so assigned will not be used to backfill Patrol.

All other SWAT team members shall work their normal duties and shall bid for shifts and days off on the roster based upon position seniority. If they are required to work or train at times other than their scheduled shift, they shall be paid overtime at the appropriate overtime rate as set forth in Article VII, Section 2.

Section 12. Court Liaison.

The department will maintain court liaison and other efforts to minimize court overtime requirements. On at least an annual basis, the Chief of Police, or his/her designee, shall meet with the Association to discuss the best means of reducing court overtime requirements.

Section 13. Canine Demonstrations.

The Municipality shall have the exclusive right to determine whether an APD employee shall participate in a canine demonstration. If APD decides that an employee will participate in a canine demonstration, and if the demonstration occurs outside normal shift hours, the selection of the employee(s) to conduct the assignment shall be subject to the normal overtime assignments provisions in the collective bargaining agreement.

Without regard to the previous paragraph, if a canine handler is asked to perform a canine demonstration for the organization that purchased the canine, the handler may perform the demonstration without regard to the normal seniority/assignment process. If a canine handler is honored in an awards ceremony and is asked to perform a canine demonstration as part of that ceremony, the handler will be allowed to work the demonstration without regard to the normal seniority/assignment process. If a canine handler is asked to perform a canine demonstration for school functions or youth activities

in which the canine handler's child, family or friends are directly involved, the handler may be allowed to do so without regard to the normal seniority/assignment process.

If a canine demonstration occurs during an employee's normal shift hours, no additional compensation shall be paid to the employee beyond the employee's normal compensation. If a canine demonstration occurs outside an employee's normal shift hours, the employee shall be compensated at the overtime rate on an hour-for-hour basis for the time spent in the demonstration. The employee shall have the right to determine whether to receive the overtime compensation in the form of cash or compensatory time off.

Section 14. Standby.

In cases where it is found necessary to have employees remain available for work in a standby status after regularly scheduled hours, on scheduled days off, or on holidays, they shall receive two hours pay at the employee's straight time factored rate for each day of such duty.

No employee shall be in standby status unless scheduled for such by a Division Captain. Time spent in standby status does not count as hours worked for the purposes of computing eligibility for overtime pay.

Section 15. CAP Team.

Work schedules and shifts for those positions assigned to the Community Action Patrol (CAP) team as their primary duty may be established and adjusted as required to effectively respond to crime patterns and time. Schedules shall last for at least one week's duration, and may be changed no more frequently than three times per shift rotation. The CAP Team shall not be used to backfill Patrol.

ARTICLE VIII

UNIFORMS

Section 1. Uniform Issue.

A. Each new sworn employee and community service officer will receive as original issue four (4) winter shirts, four (4) summer shirts, four (4) pair of trousers, one (1) parka, one (1) police jacket, one (1) rain jacket, one (1) summer hat, and one (1) winter hat.

B. Each new non-sworn uniformed female will receive as original issue one (1) police jacket, two (2) vests, four (4) skirts or slacks, or combination thereof, four (4) winter shirts, and four (4) summer shirts.

C. Each new non-sworn uniformed male employee will receive as original issue one (1) police jacket, four (4) winter shirts, four (4) summer shirts, and four (4) pair of trousers.

D. The Department may issue alternative non-sworn uniforms or substitute original issue clothing items, as appropriate for the working conditions. In addition to the alternative uniforms, all non-sworn employees will be issued a minimum of one uniform as described above in Paragraph B and C.

E. Once full accumulation is reached, articles will be replaced when they become unserviceable due to damage or wear.

Section 2. Non-uniformed Sworn Employees' Clothing and Equipment Allowance.

All non-uniformed sworn employees shall receive Seven Hundred Dollars (\$700.00) per year clothing and equipment allowance.

Section 3. Miscellaneous Clothing and Equipment Allowance.

All uniformed sworn employees shall receive Two Hundred Dollars (\$200.00) once every two years for miscellaneous items of clothing and equipment.

All Community Service Officers shall receive Two Hundred Dollars (\$200.00) once every two years for miscellaneous items of clothing and equipment.

Section 4. Cleaning.

The clothing articles listed below will be cleaned at Municipal expense on an as needed basis for APDEA members.

Sworn Uniformed Men & Women and Non-Sworn Uniformed Men	Uniformed Non-Sworn Women	Non-Uniformed Men	Non-Uniformed Women
Parka (Sworn Only)	Shirts	Suits	Jackets
Jackets	Slacks	Ties	Skirts
Shirts	Skirts	Vests	Pantsuits
Trousers	Vests	Overcoats	Blouses/Sweaters
Hats	Ties	Shirts/ Sweaters	Overcoats
Ties	Jacket	Trousers	Dresses
		Sports Coat	

ARTICLE IX

SENIORITY

Section 1. Department Seniority.

Department seniority shall be established as follows: the regular employee having the longest continuous term of service with the Police Department shall be number one on the seniority list and all other regular employees likewise shall be listed according to length of continuous service with the Police Department. Such list shall be updated and posted quarterly and shall include the date of position seniority.

Section 2. Position Seniority.

Position seniority shall be established as follows: the regular employee having the longest term of service within a position classification shall be number one on the seniority list for that classification and all other regular employees within that classification likewise shall be listed according to length of service within that classification.

A. Position seniority shall not in any way affect the employee's overall department seniority for the purposes of leave accrual and/or other fringe benefits.

B. Whenever an individual is promoted or demoted into a position classification that they have previously occupied, the time in which they had previously occupied the position shall be counted towards their position seniority (provided there has been no break in seniority pursuant to Article IX, Section 10). Any time in another position shall not be counted.

C. When two or more individuals are hired into a non-sworn classification on the same date, their pre-hire screening scores will be used to determine seniority. The individual with the highest score shall be placed above the individual(s) with the lower score(s). If there is no pre-hire screening score in a particular classification, seniority shall be determined by the Association. Dispatch position seniority shall be determined by the date and time employees finish field training; if there is tie in seniority, seniority shall be determined by the Association.

D. When sworn personnel are hired on the same date, academic standing within the academy shall be used to determine the individual with the highest seniority. Scores from the academy shall be carried to the fourth decimal point for the purpose of determining academy score for seniority purposes. When sworn personnel are hired between academies, the sworn personnel so hired shall all be considered to have been hired on the same date for purposes of this section, and shall have a position seniority date of the first day of the Academy they attend. Position seniority for police officers who are unable

to finish the Police Academy and later complete the subsequent Police Academy shall be set at the last day of the Initial Police Academy. Ties in seniority among police officers who are unable to finish the Police Academy and later complete the subsequent Police Academy shall be broken by academic standing in the subsequent Police Academy. When sworn personnel are promoted on the same date, scores on the promotional examination shall be used to determine the individual with the highest seniority.

Section 3. Use of Position Seniority.

A. For purposes of shift preference, days off, layoff, and rehire, position seniority shall govern. For the purposes of preference of days off and preference of shifts, position seniority will prevail and changes will be allowed at the beginning of each four-month period if the requested change is made by the fifteenth (15th) day of the month two months prior to shift change and will be allowed within position classification. The first four-month period shall commence on February 1 of each year, with requested changes due no later than December 15. At least five days before shift bids are due, the Municipality shall notify employees as to the anticipated staffing on each shift and the days off blocks for each shift. The Municipality shall post the result of the shift bid by the fifteenth day of the month preceding the change. The change of days off and shifts other than at the beginning of each four-month period shall be allowed with the approval of the Association and the Chief of Police.

B. For the purposes of annual leave preference only, position seniority will prevail for annual leave requests submitted more than ninety (90) days in advance of the scheduled annual leave. The Municipality shall approve or deny such leave requests no less than seventy-five (75) days before the dates requested off for leave. After that time, the first request received will be honored except where requests for annual leave are received on the same calendar day. In that case, position seniority will prevail.

C. If an employee has leave approved and voluntarily changes shifts or assignments, the employee must resubmit a leave slip to the new shift commander, and it shall be treated as a new request at that time.

Section 4. Notice of Layoff

A. Regular employees will be laid off by inverse Department seniority within a job classification.

B. Notice of Layoff. The Chief shall give written notice to Labor Relations and to the employees and Association on any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least two (2) weeks before the effective date thereof.

C. Bumping Rights.

(1) A regular employee who has been notified that he or she is to be laid off may bump into a position parallel in classification to the one from which he or she is to be laid off or

into a lower job classification provided he or she is higher in Department seniority than the person occupying the position to be bumped into.

(2) No employee may bump into a higher classification.

(3) The employee must meet the entry level qualifications for the job he or she wishes to bump into as defined by Municipality of Anchorage classification and pay.

(4) Once the employee has bumped into a position, the employee will have one hundred and eighty (180) days to successfully complete training in the new position.

(5) The employee will enter the classification bumped into at the lowest position seniority but will maintain his or her Department seniority.

(6) An employee will be allowed one bump option per lay off notice.

(7) An employee shall be paid in accordance with the pay range applicable to the job classification bumped into.

Section 5. Recall Procedure.

A. Regular employees shall be recalled starting with the laid off employee with the highest Department seniority to be called first.

B. An employee who has opted to use bumping rights shall be recalled in accordance with this section.

C. The recalled employee shall be paid in accordance with the pay range applicable to the job classification to which the employee is recalled.

D. Laid off employees will maintain recall rights for a three (3) year period.

E. Police officers who have been laid off for more than one (1) year causing loss of their APSC certification will be provided retraining to reinstate their certification.

F. Recalled employees shall have the lay off time added to their overall time on the Department for purposes of Department seniority only.

G. Recall shall be by job classification. Lists for each classification shall be established.

H. Employees who are laid off from a position bumped into shall be entitled to recall to the position from which originally laid off.

I. A laid off employee who declines recall to a position shall be moved from the recall list and be considered as terminated.

Section 6. Work Outside Shift.

All work performed outside of the regularly scheduled workday shall be on a position seniority basis within the section concerned, then the division, providing senior employee/employees are qualified to perform the work required, unless otherwise mutually agreed upon by both the Association and the Municipality. For purposes here, Traffic and Patrol shall be considered one section.

For every seven (7) employees scheduled for the work described herein, one (1) supervisor shall also be assigned. These special assignments will be posted no less than five (5) days prior to the event, where possible.

Notwithstanding any other provision in this section, officers assigned as school resource officers shall have the first opportunity to work school district functions for the schools to which they are assigned. If the overtime assignment is not filled by those school resource officers, then the overtime shall be offered on a division-wide basis.

Nothing in this section shall be construed to require the Department to call in an employee on an overtime basis when the work can be done by an employee on duty who is otherwise qualified to perform the assignment.

Section 7. Job Assignment Standards.

Job assignments shall be made on the basis of qualification. Qualifications being substantially equal, job assignment shall be made on the basis of position seniority. For the purpose of this Section, job assignment is defined as any transfer of an employee from one section or division to another. Job assignments shall initially be offered within the division in which the vacancy occurs. If positions cannot be filled by job assignment within a division, they shall be filled on a department-wide basis. Any disputes arising from job assignments shall be subject to the Grievance Procedure.

Section 8. Retention on Return from Military Leave.

An employee who returns from Military Leave timely shall be reappointed into the position he had when he left on Military leave, or into one as nearly like as possible, and shall be immediately allowed to exercise seniority for purposes of shift selection provided such selection does not result in bumping.

Section 9. Extra Employees.

Non-bargaining unit extra employees and employees on light duty shall not deprive regular employees of overtime under any circumstances.

Section 10. Break in Seniority.

Department and position seniority shall be terminated by the following conditions:

- A. Proper discharge.
- B. Lay-off of three (3) years duration.
- C. Resignation.
- D. Failure to return from leave of absence or annual leave on agreed date unless approval is obtained from the Municipality. Emergencies excepted, and will be agreed upon by both the Association and the Municipality.

Section 11. Compensation for Failure to Follow Seniority.

In the event an employee is not worked in his rightful position of seniority, as set forth in this Agreement, he shall be compensated in the amount that was earned by the employee who was worked in his stead, unless otherwise mutually agreed upon by both the Association and the Municipality.

ARTICLE X

SICK LEAVE

Section 1. Accrual.

Non-cashable sick leave shall accrue at the rate of six (6) hours per pay period, or majority fraction thereof, to a maximum of Five Hundred and Twenty (520) hours, as provided herein, from date of hire with the Municipality.

Section 2. Use.

Sick leave credits may be used on the third (3rd) day of each illness or injury until accrued credits are exhausted for regular personnel. Sick leave shall be based on the employee's actual grade and step, at the factored rate to which the employee is entitled. Sick leave credits may not be used until the fifth (5th) day of each illness or injury in the employee's family, as defined in Section 6 in this article. Employees who have used accrued sick leave benefits may continue to accrue sick leave at the monthly rate up to the maximum accrual under the terms of Section 1 of this Article.

Section 3. Accrual During Leave.

Sick leave will continue to accrue during any approved paid leave, and during the first thirty days of approved unpaid leave.

Section 4. Use During Leave.

Sick leave may be taken during an illness or non-compensable injury, whether on annual leave, approved leave, or for the first thirty (30) days of approved unpaid leave. However,

an employee must furnish written proof of such illness or injury by a licensed medical physician.

Section 5. Violation.

Any proven infraction of this Article shall be cause for discipline or dismissal.

Section 6. Sick Leave Use for a Qualifying FMLA Condition.

An employee may use sick leave for absences from work for conditions meeting the definition of "serious health conditions" under the FMLA, either because of a serious health condition on the part of the employee or to care for the employee's spouse, child, or parent who is suffering a serious health condition. The Municipality shall have the right to request certification of the circumstances upon which the leave is based, and to renew the request for certification on a periodic basis. The elimination period of Section 2, above, shall apply to such uses. For purposes of this section, neither pregnancy nor caring for recently-born or adopted children shall qualify for the use of sick leave unless the mother or the child suffer from a serious health condition.

Section 7. Excess Sick Leave Bank.

The Excess Sick Leave Bank (Bank) shall be maintained subject to the following conditions:

A. Each pay period, the sick leave hours that would have been accumulated by APDEA members above the 520-hour individual account maximum will be deposited in the Bank. At no time shall there be more than 1,000 hours in the Bank.

B. To be eligible to draw hours from the Bank employees must meet all of the criteria below:

1. Employees who are not yet eligible for AFLA/FMLA must have a FMLA qualifying condition and once the employee is eligible for AFLA/FMLA the employee must be on MOA approved AFLA/FMLA leave. Employees who are eligible for AFLA/FMLA leave; and

2. Must not have more than eighty (80) hours in the employee's individual sick leave account.

The maximum allowable time to draw from the Bank is limited to thirty (30) weeks in a twelve (12) month period. The thirty weeks is made up of eighteen (18) weeks of AFLA/FMLA plus twelve (12) additional weeks that were associated with and connected to the AFLA/FMLA case.

C. Employees shall submit written requests for use of Bank time through their chain of command to the APD Payroll and Personnel Office.

D. Disputes concerning the eligibility or denial of an employee's use of the Bank shall be referred to the expedited grievance procedure in this Agreement.

ARTICLE XI

OTHER PAID LEAVE

Section 1. Bereavement Leave.

A regular full-time employee shall be granted three (3) working days of paid bereavement leave for a deceased immediate family member while in Alaska, or four (4) working days if travel out of state is required.

For this section only, immediate family shall be defined as the employee's spouse, child, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-relationship for those family members listed above, person for whom the employee has been appointed as legal guardian, or other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward. Such bereavement leave shall not be charged against any of the employee's leave accounts.

Section 2. Training.

Subject to the needs of the Department, paid time off shall be granted for Department approved training, including attendance at seminars and schools, providing the work situation permits a temporary absence without serious effect upon the department's schedule of activities. If the training is conducted during the employee's regular work hours, the employee shall not be granted additional leave for the training, but shall be allowed to attend the training during regular working hours.

Section 3. Military Leave.

Any regular employee who is ordered to report to active duty training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) work days leave per calendar year for such purpose. At the discretion of the employee, they may elect to use Annual Leave during the fifteen (15) day period rather than Military Training Leave. If the employee elects to use Annual Leave, it will not be in addition to fifteen (15) days of Military Training Leave. During Military Training Leave, employees shall be paid the difference in their factored rate of pay and military pay. Employees ordered to attend additional periods of military duty may take leave without pay for such duty. Employees who are required to report to active duty training or active duty and who are in a leave without pay status for ninety (90) days or fewer shall continue to accrue their sick leave and annual leave for up to ninety (90) days.

Section 4. Jury Duty.

A. Jury Duty During Regular Shift. Employees who are required to attend jury duty on their regular shift shall be granted leave to attend jury duty, but upon completion of jury duty, shall be required to return to their regular shift if the duty is completed prior to the shifts conclusion.

B. Jury Duty Outside of Normal Shift Hours but on Regular Work Days. Employees required to attend jury duty during their regular working day but outside of their normal shift hours, and who are required to serve less than two (2) hours in a calendar day shall report for their entire regular shift. If required to attend jury duty in excess of two (2) hours in any calendar day, then the employee shall be credited with jury leave and shall be excused from his/her regularly scheduled shift for that day.

C. Certification of Attendance. All employees shall submit to the Payroll Section a copy of the employee's Certification of Attendance slip from the court system showing days and times served.

Section 5. Blood Donation.

Employees shall be allowed the time necessary for donating blood. Employees must show proof of donation.

Section 6. Contract Negotiations.

Employees shall be allowed reasonable time necessary for contract negotiations and negotiations preparation.

ARTICLE XII

ANNUAL LEAVE

Section 1. Accrual.

Upon the effective date of this collective bargaining agreement, leave accrual for regular employees shall be as follows:

MONTHS OF SERVICE	PER PAY PERIOD
(1) 1st through 60th	8.31 hrs
(2) 61st through 120th	9.23 hrs
(3) 121st and thereafter	10.15 hrs

Section 2. Extended Annual Leave.

An employee desiring extended annual leave shall secure written permission from both the Municipality and the Association. Each employee shall be allowed thirty (30) days extended vacation leave without pay upon proper request. Such leave shall be used in conjunction with no less than a like amount of annual leave.

Section 3. Accrual While on Leave.

Leave shall continue to accrue during the time an employee is on approved paid leave. Such additional accrual shall be canceled, however, if the employee quits and fails to resume duty upon completion of approved leave.

Section 4. Accrual Limit.

An employee will not be required to use annual leave during the year and shall also have the privilege to an unlimited accrual of annual leave. Cash-in lieu of accrued annual leave may be obtained upon written request one payroll period in advance of the time of cash-in subject to cash availability and budgetary limitations. In emergency situations the required notice shall be waived and the matter handled expediently. However, leaves for longer than sixty (60) calendar days may be taken only with the approval of the Municipality and the Association.

Section 5. Use.

Annual leave may be used for any purpose desired by the employee upon proper notification. For purposes of this section proper notification shall mean the employee's immediate supervisor. In the case of emergency where the employee's immediate supervisor is not available, Dispatch may be notified. Employees will not be able to use leave accrued while on leave until they return to work for one complete shift. An employee desiring extended annual leave shall secure written permission from both the Municipality and the Association. Each employee shall be allowed thirty (30) days extended vacation leave without pay upon proper request. Such leave shall be used in conjunction with no less than a like amount of annual leave.

Section 6. Annual Leave Cash-In.

Cash-in lieu of accrued annual leave may be obtained upon written request one payroll period in advance of the time of cash-in subject to cash availability and budgetary limitations. In emergency situations the required notice shall be waived and the matter handled expediently.

ARTICLE XIII

LEAVE WITHOUT PAY

Section 1. Personal Reasons.

The Chief of Police, and/or designee, may at his/her sole discretion, grant up to ninety (90) days leave without pay to an employee for personal reasons. Sick leave, annual leave and seniority shall continue to accrue during the full ninety (90) days of such approved unpaid leave.

The Municipality shall provide written notification to the Association of any leave without pay over forty-five (45) days.

Section 2. Temporary Absences for Disability, Illness or Injury.

A regular employee having thirty (30) days or more of continuous service credit with the Municipality and who is unable to perform his/her regular duties because of non-duty related disabling illness or injury, but is certified by a medical doctor as having a reasonable expectation to return to work after the date of original injury, disability or illness, shall receive a leave of absence, but with service credit and seniority accumulating.

Section 3. Chronic Absences for Disability, Illness or Injury.

A regular employee who has chronic disability, illness, or injury, and whose medical prognosis indicates that the employee will be unable to perform the essential functions of their position with reasonable accommodation, may be placed in layoff status from their position. Nothing in this section in any way lessens the Municipality's obligation to reasonably accommodate an employee's disability by assignment to another position provided that, with reasonable accommodation, the employee can perform the essential functions of the other position.

Section 4. Family Leave.

Family leave shall be granted in accordance with the requirements of the Family and Medical Leave Act (FMLA), 29 U.S.C. Section 2600, et seq., the Alaska Family Leave Act, AS 39.20.500.550 et seq. (AFLA), and AMC 3.30.1515, except to the extent that other provisions in this Agreement provide a family leave benefit more generous to employees than the FMLA and/or the AFLA.

ARTICLE XIV

HOLIDAYS

Section 1. Recognized Holidays.

Holidays recognized are:

New Year's Day

Martin Luther King's Birthday (third Monday in January)

President's Day (third Monday in February)

Seward's Day (last Monday in March)

Memorial Day

Independence Day

Labor Day

Veterans Day (November 11)

Thanksgiving Day

Day after Thanksgiving

Christmas Day

One Personal Holiday

Section 2. Holiday Pay.

Holiday pay shall be defined for a regular employee as the employee's factored rate of pay for eight (8) hours for employees working a five (5) day work week, the applicable eight (8) or nine (9) hours for employees working a 9/80's schedule and nine (9) hours if the holiday is on the employee's regular day off, and for ten (10) hours for employees working a four (4) day work week.

A regular employee working three (3) twelve (12) hour shifts with an eight (8) hour shift every other week shall be paid for a twelve (12) hour holiday if the majority portion of the employee's twelve (12) hour shift falls on the recognized holiday, and for an eight (8) hour holiday if the majority of the employee's eight (8) hour shift falls on the recognized holiday. If the recognized holiday is on the employee's regular day off, then the employee shall be paid for a twelve (12) hour holiday.

Holidays on days off for employees working alternative shift schedules shall be as provided in the underlying agreement calling for the alternative shift schedule.

Holiday pay for a personal holiday is paid in accordance with Article XIV, Section 7.

Holiday pay does not count as hours worked for determining overtime eligibility in the work week.

Section 3. Holidays on Work Days.

If the majority portion of a regular employee's shift falls on a recognized holiday, at the option of the Chief of Police, the employee shall either not be required to work the shift and get holiday pay, or if the majority portion of a regular employee's shift that falls on recognized holiday is worked, receive the overtime rate of pay of time and one-half (1-1/2) in addition to the holiday pay.

Section 4. Holidays During Leave or Layoff.

A recognized holiday occurring during an employee's annual leave or illness shall not be charged as a day of leave for employees who are in paid status when the holiday occurs. Regular employees on lay-off shall be paid holidays if they have worked or received compensation for any part of the month in which the holiday occurs.

Section 5. Holidays on Day Off.

If a holiday falls on a regular employee's normally scheduled day off, the employee shall receive, at the option of the employee, either holiday pay or the equivalent hours of additional leave as provided in Article XIV, Section 2. Holidays on days off for employees working alternative shift schedules shall be as provided in the underlying agreement calling for the alternative shift schedule.

Section 6. Personal Holiday.

Annually on January 1, regular employees shall accrue ten (10) hours of non-cashable annual leave as a personal holiday. Accrual is based on the employee's status on January 1. Requests to take non-cashable annual leave shall be made and approved in the same manner as annual leave.

Section 7. Forfeiture of Holiday Pay.

Employees shall forfeit their right to payment for any holiday if they are on leave without pay for the entire shift on the last regular workday preceding such holiday or on the next regular workday following such holiday.

ARTICLE XV

WAGES

Section 1. Starting Pay Rates.

A. New Employees

The starting pay rate for employees who are hired or rehired for any position shall be at Step 1 of the pay grade.

B. Promotion

1. Employees who are promoted to a higher pay grade position shall be placed at Step 1 of the pay grade or at a step that provides at least a five percent (5%) increase, whichever is greater.

2. Employees promoted to the positions of Sergeant, Communications Clerk III, Evidence Technician II or Police Clerk III shall be assigned a step in the new pay grade that provides for at least a ten percent (10%) increase in base pay, up to the maximum step in the pay grade.

C. Transfer

Employees who transfer within the same pay grade shall maintain their current step.

D. Demotion

An employee who voluntarily demotes into a lower pay grade shall be placed at the same step in the new pay grade as the employee was previously at in the higher pay grade.

An employee who promotes and then voluntary demotes back to the employee's previous job classification shall be placed at the pay grade and step that was held prior to the promotion.

An employee who demotes in lieu of layoff shall be placed at the step in the pay grade of the lower classification closest to the employee's same pay rate (equal to or greater than) or at the maximum step of the pay grade, whichever is lower.

An employee who is reclassified to a lower pay grade shall be placed at the employee's same pay rate in the lower classification. If the employee's salary exceeds the top step of the pay grade, the salary shall be frozen up to a maximum of two years or until such time as general increases have elevated the pay range to the employee's rate of pay.

For disciplinary demotions, the pay grade and step will be determined as part of the disciplinary action, and in accordance with Article VI, Section 12.

Section 2. Step Increases.

Employees in Police Officer, Community Service Officer, and Communication Clerk I and II positions shall advance to Step 2 after one hundred and eighty (180) days, and will advance to Step 3 upon successful completion of probation. Advancement to successive steps shall be at one year increments following successful completion of probation.

All other employees will advance to Step 2 upon successful completion of probation. Advancement to successive steps shall be at one year increments following successful completion of probation.

Section 3. Accelerated Step Advancement.

Nothing in this Article will prohibit any employee from being advanced at a faster rate than prescribed above

A. Lateral Hire Step Advancement

The below tables outline the advanced step hiring process for lateral police officers with current Alaska Police Standards Council (APSC) certification.

Table one below is the current hiring practice and will continue to be applied to police officer applicants who do not have APSC experience. It also will apply to police officer applicants with non-APSC experience (out of state candidates).

Tables two through six outlines the step increases an applicant will receive based on their APSC certified years of law enforcement experience. Tables one through six are based on Grade 35 of the APDEA salary schedule at Appendix A of the collective bargaining agreement.

1	Current step progress
	Progression is based on the hire date
Step 1	Hire
Step 2	180 days (6 months)
Step 3	477 days (1 year 4 months)
Step 4	2 years 4 months
Step 5	3 years 4 months
Step 6	4 years 4 months

2	6 months to 1 year and 4 months of experience
Step 1	Hire
Step 2	2 weeks
Step 3	477 days (1 year 4 months)
Step 4	Annual Step Increase per APDEA CBA
Step 5	Annual Step Increase per APDEA CBA
Step 6	Annual Step Increase per APDEA CBA

3	1 year 4 months to less than 2 years 4 months experience
Step 1	Hire
Step 3	2 weeks
Step 4	477 days (1 year 4 months)
Step 5	Annual Step Increase per APDEA CBA
Step 6	Annual Step Increase per APDEA CBA
Step 7	Annual Step Increase per APDEA CBA

4	2 years 4 months to less than 3 years 4 months experience
Step 1	Hire
Step 4	2 weeks
Step 5	477 days (1 year 4 months)
Step 6	Annual Step Increase per APDEA CBA
Step 7	Annual Step Increase per APDEA CBA
Step 8	Annual Step Increase per APDEA CBA

5	3 years 4 months to less than 4 years 4 months experience
Step 1	Hire
Step 5	2 weeks
Step 6	477 days (1 year 4 months)
Step 7	Annual Step Increase per APDEA CBA
Step 8	Annual Step Increase per APDEA CBA
Step 9	Annual Step Increase per APDEA CBA

6	4 years 4 months experience or greater
Step 1	Hire
Step 6	2 weeks
Step 7	477 days (1 year 4 months)
Step 8	Annual Step Increase per APDEA CBA
Step 9	Annual Step Increase per APDEA CBA

Section 4. Wage Increases.

- A. Wage Schedules. Wages paid to employees shall be as specified in Appendix A of this Agreement. All employees will be compensated under a pay grade and step system.
- B. Wage Rate Increases. The wage schedule specified in Appendix A of this Agreement shall be adjusted as follows:
 - 1. Effective first full pay period of July 2021, the wage rates shall reflect an increase of one and two tenths percent (1.2%) as specified in Appendix A.
 - 2. Effective the first full pay period of January 2022, the hourly wage rates shall reflect an increase of one and one and two tenths percent (1.2%) as specified in Appendix A.

- a. Effective the first full pay period of January 2022, an additional two and five tenths percent (2.5%) step will be added to the end of the salary table as specified in Appendix A.
3. Effective the first full pay period of January 2023, the hourly wage rates shall reflect an increase of one and two tenths percent (1.2%) as specified in Appendix A.
4. In August 2023, the MOA and APDEA will re-open negotiations on wage increases as specified under this section only.

Section 5. Pay Enhancements and Premium Pay

A. Premium Pay

Employees who are instructors at the Recruit Academy or formal in-service training, FTO's, FTO Trainers, TSU, Crisis Negotiations Unit, Major Collision Investigation Unit, Crime Scene Team, Polygraphers, and Translators shall receive 5.5% premium pay for all time worked while performing such work in these capacities.

B. Pay Enhancements

1. Police Officers/Senior Police Officers and Sergeants who are members of the following Specialty Teams shall receive a 5.5% pay enhancements:
 - a. Domestic Violence Investigators
 - b. Anchorage Bomb Squad
 - c. Canine Handlers
 - d. Traffic Fatality Investigation Unit
 - e. SWAT
 - f. Internal Affairs
 - g. CAP
 - h. Background Investigators
 - i. Task Force Investigators

2. Police Officers/Senior Police Officers and Sergeants who are assigned as full-time Detectives shall receive a 7% pay enhancement.

C. No employee shall be eligible for both the 5.5% Specialty Team pay enhancement and the 7% Detective pay enhancement.

Section 6. Canine Handlers.

It is recognized that activities including exercising, training, grooming and care of canines is to be performed during normal duty time. In recognition that canine handlers may on occasion have to perform work-related duties in caring for their dogs while off-duty, the Municipality shall pay each canine handler an extra 30 minutes per day at time-and-one-

half of the employee's factored rate of pay to cover such activities, without regard to whether the canine handler is, in fact, performing the duties on a particular day. If a canine handler is required to spend any additional time in duty-related functions, he/she shall first, if not an emergency situation, receive prior approval from his/her supervisor. If an emergency requires such extra duty then the canine handler shall promptly report the extra time to his/her supervisor. Under any circumstance, any additional time worked over and above the 30 minutes per day shall be promptly reported on the employee's time card. It is the policy of the Department that dogs in the canine program will be kenneled at home.

Section 7. 401(k) Savings Plan.

Employees shall be eligible to participate in the Municipality's 401(k) and 457 savings plans under the same terms and conditions that the plans are available to other municipal employees except as follows. The Municipality shall allow APDEA employees to participate in the Municipality's 401(k) savings plan, into which APDEA members can contribute a portion of their earnings subject to the limits specified by the IRS and/or the plan document. The Municipality will match 100% of each APDEA participant's contribution to their 401(k) account, up to a maximum Municipal contribution of 2.0% of the employee's eligible earnings for any calendar year. There shall be two types of Section 401(k) matching contributions made by the Municipality: (1) a "regular payday" match; and (2) an "end of year".

- A. Regular Payday 401(k) Match: The Municipality will match 100% of each APDEA participant's contribution to the employee's 401(k) account, up to a maximum Municipal contribution of 2.0% of the employee's eligible earnings for any pay period.
- B. End of Year 401(k) Match: The end of year match will occur on the last pay date in the calendar year. On that pay date, the Municipality shall total the amount of the member's 401(k) contributions during the course of the calendar year and shall total the amount of the regular pay day matching contributions it has made during the course of the year. If the member's contributions exceed the Municipality's contributions, the Municipality shall make an additional contribution within 45 days equivalent to the member's contribution, but not exceeding 2% for the calendar year of the member's annual 401(k) eligible income, including overtime.
- C. Effective first full pay period of January 2023, the maximum Municipal contribution shall increase to four percent (4%).

ARTICLE XVI

CLASSIFICATIONS

Section 1. Classifications.

Police Messenger	12
Police Clerk	14
Senior Police Clerk	15
Impound Technician	16
Specialty Clerk	16
Assistant I.D. Specialist	16
Police Clerk III	17
Evidence Technician I	18
Police Call Taker	31
Payroll Specialty Clerk	18
Crime Lab Technician	19
Evidence Technician II	20
Police Dispatcher	32
Police Dispatcher Lead	33
Community Service Officer	21
Community Relations Specialist	20
Data System Technician I	22
Data System Technician II	23
Identification Technician	23
Police Officer	35
Senior Police Officer	36
Sergeant	37

Section 2. Senior Police Officer.

All Police Officers with five (5) years of position seniority as Police Officer will be reclassified to Senior Police Officer and shall be placed at the same step in the new pay grade.

Section 3. Senior Clerk.

All Police Clerks with five (5) years position seniority as Police Clerk shall be reclassified to a Senior Police Clerk and shall be placed at the same step in the new pay grade.

ARTICLE XVIII

HEALTH AND WELFARE

Section 1. Group Insurance.

The Municipality MOA will continue to provide for eligible employees a Flexible Benefits Plan (Plan) of medical, audio, vision, and dental benefits in effect prior to effective date of this Agreement.

An opt-out program to waive Plan coverage for employees with other health insurance coverage is available. If an employee shows proof of other coverage, the employee may choose to waive medical coverage and receive a \$350.00/month financial incentive. Opt-out program conditions and criteria will be established by the Human Resources Director, or designee. The Plan is subject to the provisions and terms of the Plan documents. In the final quarter of the calendar year, the MOA shall hold an open enrollment period for employees to enroll in or make changes to their benefit elections to be effective January 1st of the following year.

Section 2. Municipal and Employee Contributions/Premiums.

A. Effective the first full month following Assembly approval of this Agreement, the Municipality shall contribute \$2238.00 monthly towards the Plan. Any remaining premium payments shall be the responsibility of the member.

B. Effective January 1, 2022, for all employees who do not opt out of the Municipality's Plan, the Municipality's premium payment shall be 90% of the 2022 cost of the 500 Plan, with employees paying the remainder of the premium costs, if any, for the plan the employee selects. Employees selecting lower cost plans shall have FSA/HSA options for the difference between the Municipality's premium obligation and the cost of the plan the employee selects.

C. Effective January 1, 2023, for all employees who do not opt out of the Municipality's Plan, the Municipality's premium payment shall be 90% of the 2023 cost of the 500 Plan, with employees paying the remainder of the premium costs, if any, for the plan the employee selects. Employees selecting lower cost plans shall have FSA/HSA options for the difference between the Municipality's premium obligation and the cost of the plan the employee selects.

D. Effective January 1, 2024, for all employees who do not opt out of the Municipality's Plan, the Municipality's premium payment shall be 90% of the 2024 cost of the 500 Plan, with employees paying the remainder of the premium costs, if any, for the plan the employee selects. Employees selecting lower cost plans shall have FSA/HSA options for the difference between the Municipality's premium obligation and the cost of the plan the employee selects.

E. Either party may reopen this section of the Agreement if changes in federal or state laws impact health care cost, premiums, care coverage, taxes or penalties.

Section 3. Section 125 Plan.

The Municipality shall offer a Section 125 plan and any other tax-sheltering plans available so that employee co-payments of premiums shall be on a pre-tax basis.

Section 4. Unpaid Leave.

If an employee is absent and on unpaid leave due to illness, approved leave, or an off-the-job injury, the Employer shall continue to make contributions for the employee as if here at work, for a period of forty-five (45) days. The Municipality will continue to provide medical coverage for employees absent on paid leave including leave for periods of injury in the line of duty.

Section 5. Retirees.

The Municipality shall provide medical coverage for all retirees from the Anchorage Police Department who are not provided such coverage by another plan. Major medical coverage including coverage for audio, visual and dental will be provided. Coverage under this provision may not be diminished during the term of this Agreement.

Section 6. Health Care Committee.

The Municipality shall establish a Health Care Committee for the Municipality of Anchorage Health Benefit Plans. The Union shall have a representative of its choosing on the Committee. The Committee shall be comprised of represented, non-represented/executive Municipal representatives. The Committee shall meet regularly, as determined by the Committee. Written agendas will be jointly prepared in advance by the staff representatives on the Committee. The Committee shall have a mission to promote health value, consumer awareness and recommended plan designs and savings. Recommendations shall be forwarded to the Association and the Director.

ARTICLE XIX

OTHER INSURANCE, SAVINGS PLANS AND RETIREMENT

Section 1. Life and Accidental Death & Dismemberment (AD&D) Insurance.

The Municipality will provide basic life and AD&D insurance coverage in the amount of \$200,000 for each eligible sworn employee and in the amount of \$50,000 for each eligible non-sworn employee. Each employee can purchase an additional life and AD&D insurance coverage at the monthly premium rate set by the insurance carrier.

Section 2. Supplemental Life Insurance

Employees may purchase on a voluntary basis, additional life coverage through post-tax payroll deductions in twenty five thousand dollar (\$25,000) increments, starting at twenty five thousand dollar (\$25,000), up to a maximum of two hundred thousand dollars (\$200,000). Coverage and premium rates will be determined by the insurance carrier.

Section 3. Dependent Life Insurance

Employees have the option to voluntarily purchase dependent life insurance coverage at the employee's own expense via post-tax payroll deduction.

Section 4. Long-Term Disability

Employer paid long-term disability coverage in an amount equal to a percentage of the employee's annual salary up to a maximum of amount will be provided, with the limits determined during open enrollment.

Section 5. Short-Term Disability

Employees may purchase on a voluntary basis, short-term disability coverage through post-tax payroll deductions. Employees may select the level of coverage. Coverage and premium rates will be determined by the insurance carrier.

Section 6. Savings Plan

Employees may participate in the MOA's 401(k) and 457 savings plan subject to the provisions of the plans.

Section 7. Retirement

The MOA shall maintain, for eligible employees, the State of Alaska Public Employees Retirement System program as legislated by the State of Alaska.

Section 8. Employee Assistance Program

Employees may participate in the Municipality's Police Department Employee Assistance Program (EAP) subject to the provisions of the program.

ARTICLE XX

INJURY LEAVE

Section 1. Eligibility.

A regular employee who is injured in the course of performing his/her duties shall be eligible for injury leave as provided in this section. If a regular employee fails to return or a physician states the employee does not have a reasonable expectation to return to full-time work, the Chief may terminate that employee. A regular employee on injury leave shall comply with all reporting requirements of the Department's sick leave policy.

Section 2. Termination of Employee.

If an employee's medical prognosis is that he/she will be permanently unable to perform his/her duties due to illness or injury, the Chief may layoff the employee or, at the employee's election, shall terminate the employee. If the employee is terminated, it shall be considered to be an involuntary termination for all purposes.

Section 3. Supplemental Pay

The Municipality shall supplement workers' compensation payments to the extent that the injured employee receives ninety percent (90%) of current base pay, with longevity and education

Section 4. First Three Days Following Date of Injury.

When an employee is injured on the job, the employee may use personal sick leave, annual leave, compensatory time, or leave without pay for the first three (3) days following the date of injury.

Section 5. Insurance Coverage.

While a regular employee is on injury leave, health and life insurance coverage shall be continued until terminated pursuant to Sections 1 or 2 of this Article, or until any one of the conditions of Section 6 of this Article are met.

Section 6. Termination of Municipality's Responsibilities.

The Municipality's responsibilities under this Article XX shall terminate upon the occurrence of any of the following:

- A. Forty-five days after the date on which the employee is declared by a physician to be permanently disabled or on which a retirement plan commences to make disability or retirement payments to the employee, whichever occurs first;
- B. As of the date on which the employee engages in any full-time occupation for wage or profit; or
- C. As of the date on which the employee no longer receives temporary total or temporary partial disability benefits.

Section 7. Requirement.

An employee shall be eligible for injury leave only upon satisfaction of the following conditions:

- A. The employee shall make a complete report of the injury to the Alaska Department of Labor through the Chief or his/her designee;
- B. The employee shall cooperate with the Department to prepare and submit all forms and information related to the employee that may be requested;
- C. The employee shall cooperate fully with the Municipality's Workers' Compensation insurance carrier so long as the employee's Workers' Compensation claim has not been contested and, where applicable, any rehabilitation agency working with the employee; and
- D. The employee does not use annual leave at any time while the employee is on injury leave, except during the first three days after the employee is injured on the job.
- E. An employee on injury leave who is unable to fully perform the duties of the employee's job classification may be required to perform modified alternative duties if (1) such work is available, and (2) the employee has been released to light duty by the employee's qualified health care provider. The employee shall be qualified to perform the assigned work. The employee shall be compensated at the employee's factored rate of pay.

ARTICLE XXI

TEMPORARY DUTY ASSIGNMENTS

These procedures will be followed when temporary duty assignments (synonymously called TDYs or TDAs) outside of the affected employee(s) division are made. These

provisions shall not apply to training activities, currently covered under separate agreement.

1. Unless otherwise agreed by the APDEA and the Municipality, voluntary TDY assignments shall not exceed one hundred eighty (180) days in duration. If such an extension is sought, the Municipality shall formally post the position.

a. Employees in voluntary TDY assignments shall be eligible for overtime in the division of the TDY assignment. In addition, the affected employee(s) shall only be eligible for overtime in their permanently assigned division if the TDY assignment is for 40 hours or less.

2. Involuntary TDY assignments shall not exceed one hundred sixty (160) hours. If such an assignment exceeds that period, the APDEA and the Municipality shall meet and confer within five (5) business days after the conclusion of the one hundred sixty (160) hours or the date on which the Municipality decides to extend the TDY assignment, whichever comes first. If mutual agreement cannot be reached, the matter is subject to the grievance procedures outlined in Article V, Section 2(N).

a. Employees in involuntary TDY assignments shall be eligible for voluntary overtime in both their permanently assigned division and in their TDY division; however, they will not be subject to the routine involuntary (Call Out overtime of their permanently assigned division.

b. Employees in involuntary TDY assignments shall not lose any shift differential that they would otherwise be entitled to in their permanent assignment.

3. An employee in a TDY assignment shall continue to have department seniority recognized for normal application (overtime selection, leave selection, and shift/days-off selection in the TDY assignment), but only to distinguish between other employees performing the same job on a TDY basis.

4. If the TDY assignment itself is an overtime assignment, the overtime shall be offered in the following order on a seniority basis: To employees within the section of the TDY assignment, then to employees within the division of the TDY assignment, then to employees on a Department-wide basis.

ARTICLE XXII

EDUCATIONAL BENEFITS

All employees shall receive educational benefits as follows:

The employer will pay the following pay increases for college degrees. This increase will not apply to probationary employees. Amounts will be calculated under present practices for employees currently pursuing their degree. For employees not currently pursuing a degree, all amounts will be calculated at the employee's base rate.

Associate degree issued by an accredited institution as recognized by the Council for Higher Education Accreditation (CHEA). 4%

Bachelor degree issued by an accredited institution as recognized by the Council for Higher Education Accreditation (CHEA). 8%

The employees receiving educational pay benefits, prior to July 1, 1980, shall continue to maintain those benefits, the amounts of which shall be calculated under those practices. Employees receiving educational pay benefits prior to January 1, 2009, for degrees not accredited by the Council for High Education Accreditation shall continue to maintain those benefits.

ARTICLE XXIII

TUITION REFUNDS

The Municipality agrees to pay 100% of tuition and required books for all employees enrolled in accredited university courses at the University of Anchorage or Wayland Baptist University which are taken as part of an associates, bachelor or master's degree program or courses which are of immediate and direct value to the Municipality.

The Municipality agrees to pay \$300 per credit hour and required books for all employees enrolled in other accredited university courses.

Total Tuition and book payments per employee per calendar year shall not exceed \$3600.

Tuition and books shall not be paid for courses taken as part of a degree program where the Municipality has already paid tuition and books for another degree program of the same level.

For employees hired after January 1, 2009, tuition refunds will be available only for expenses incurred after the employee has been an APD employee for eighteen (18) months.

Employees who terminate within twelve (12) months of receiving tuition payment(s) from the Municipality are obligated to reimburse the same amount to the Municipality.

ARTICLE XXIV

SEPARABILITY AND SAVINGS CLAUSE

Section 1. Suspension.

Should it be determined that any Article of this Agreement is not applicable to any portion of the Municipality's business because of any Federal or State law, then such article shall be suspended.

Section 2. Separability.

In the event that any of the provisions of this Agreement shall be declared by a Court of competent jurisdiction to be invalid for any cause, such invalid provisions shall be deemed to be nonexistent and the remainder of this Agreement shall continue in full force and effect.

ARTICLE XXV

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by the change in any kind of ownership, management, or government entity of either party hereto, or any change, geographical or otherwise, in the location of business of either party hereto.

ARTICLE XXVI

HOME CARS

The Department will provide take home vehicles to all permanent sworn officers and Community Service Officers, but they may not be taken outside of the Municipality of Anchorage. Probationary Police Officers may have limited use of a home car as determined by the Chief of Police. If there is a temporary shortage of home cars, the available home cars shall be distributed on a position seniority basis for uniformed and non-uniformed personnel. Following an initial written warning an officer may lose his/her home car privileges if off duty activity remains unacceptable. Sworn officers expected to be longer than seventeen (17) calendar days on light duty, sick leave, or military duty shall turn in their take home vehicle until such time as the officer is returned to full duty.

When the Department is aware of the officer's anticipated return to work, the Department shall ensure that a home car is available for use upon the officer's return to work.

The parties agree and acknowledge that no employee is required to use a home car. Use of the home car while off-duty for normal vehicle activities not related to the employee's law enforcement duties, including, but not limited to, commuting to and from work, and any time spent maintaining the vehicle for such non-work-related activities is not considered compensable time. Should an employee engage in any law enforcement activities while off-duty, she/he shall report such activity and the time spent. Should the use of the home cars be challenged under the FLSA, either party may reopen this contract on the issue of home cars.

ARTICLE XXVII

ADMINISTRATIVE FEES

The Municipality may charge APDEA employees hired on or after May 17, 2004 a \$2.50 per pay period for child support and student loan garnishments.

ARTICLE XXVIII TERM OF AGREEMENT

Section 1. Term.

Unless otherwise specified in this Agreement, each of its provisions shall be effective upon Assembly approval of Administrative Agreement APDEA AA #2017-01 attached as Appendix B and Assembly approval of this Agreement, or January 1, 2018, whichever occurs later, and shall remain in effect until December 31, 2024.

Section 2. Notice.

Either party shall give at least ninety (90) days written notice to the other prior to the expiration date of this Agreement of its desire that the Agreement shall be re-negotiated.

Agreed to this 24 day of November, 2021

MUNICIPALITY OF ANCHORAGE

ANCHORAGE POLICE DEPARTMENT
EMPLOYEE'S ASSOCIATION

Austin Quinn-Davidson

Austin Quinn-Davidson, Acting Mayor

Jeremy Conkling

Jeremy Conkling, President

Raylene Griffith

Raylene Griffith, Labor Relations Director

Will Aitchison

Will Aitchison, Attorney

Blair Christensen

Blair Christensen Assistant Municipal Attorney

Cheryl Evans

Cheryl Evans, Human Resources Director

Courtney Petersen

Courtney Petersen, Management & Budget

Melissa Ford

Melissa Ford, Labor Relations

Paul Deery

Paul Deery, Labor Relations

Kenneth McCoy

Kenneth McCoy (Mar 1, 2021 10:21 AKST)

Kenneth McCoy, Deputy Police Chief

Michael Kerle

Michael Kerle, Deputy Police Chief

MUNICIPALITY OF ANCHORAGE
ANCHORAGE POLICE DEPARTMENT EMPLOYEE ASSOCIATION

ACKNOWLEDGEMENT AND CERTIFICATION

Pursuant to Anchorage Municipal Code section 3.70.130 D, each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation by each duly authorized representative signing on behalf of a party. The undersigned duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated, shall be deemed null and void, and any payments made shall be recoverable by the Municipality.
- D. Absent Assembly approval as required by section 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
- E. Section 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of section 3.70.130 are subject to fines and penalties under section 1.45.010.
- G. Remedial actions: In the event the provisions of section 3.70.130 are violated by administrative action, any labor agreement, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall be null and void with no force or effect.

MUNICIPALITY OF ANCHORAGE

DATED: 2/2/2021
BY: Cheryl Evans
Its: Director of Human Resources


ANCHORAGE POLICE DEPARTMENT
EMPLOYEES ASSOCIATION

DATED: January 29, 2021
BY: [Signature]
Its: President

ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION
CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority of the members of the bargaining unit present and voting at properly called meetings on the ^{7th, 9th,} ~~11th~~ day of December, 2020.

ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION

DATED: December 14, 2020
BY: Sgt. Jeremy Conkling 
Its: President

CERTIFICATION

I certify that the foregoing Agreement was approved by a majority of the members of the Anchorage Assembly, at properly called meetings on the 27th day of January, 2021.

MUNICIPALITY OF ANCHORAGE

DATED: February 17, 2021
BY: Barbara A. Jones
Its: Municipal Clerk



APPENDIX A
NEW SALARY SCHEDULE

2020 SALARY SCHEDULE

Grade	Steps									
	1	2	3	4	5	6	7	8	9	10
12	\$20.83	\$21.35	\$22.41	\$23.53	\$24.71	\$25.95	\$27.25	\$27.93	\$28.63	
14	\$21.89	\$22.44	\$23.56	\$24.74	\$25.98	\$27.28	\$28.63	\$29.34	\$30.07	
15	\$22.53	\$23.10	\$24.25	\$25.46	\$26.72	\$28.06	\$29.48	\$30.21	\$30.96	
16	\$23.32	\$23.92	\$25.13	\$26.37	\$27.69	\$29.07	\$30.52	\$31.29	\$32.07	
17	\$24.08	\$24.67	\$25.90	\$27.20	\$28.56	\$29.98	\$31.48	\$32.26	\$33.06	
18	\$25.15	\$25.78	\$27.05	\$28.40	\$29.83	\$31.32	\$32.89	\$33.71	\$34.55	
19	\$26.18	\$26.83	\$28.17	\$29.57	\$31.05	\$32.60	\$34.24	\$35.09	\$35.96	
20	\$28.32	\$29.03	\$30.47	\$32.00	\$33.59	\$35.27	\$37.03	\$37.95	\$38.90	
21	\$28.32	\$29.03	\$30.47	\$32.00	\$33.59	\$35.27	\$37.03	\$37.95	\$38.90	
22	\$31.32	\$32.10	\$33.71	\$35.41	\$37.17	\$39.04	\$41.00	\$42.01	\$43.07	
23	\$34.11	\$34.96	\$36.71	\$38.54	\$40.47	\$42.50	\$44.62	\$45.75	\$46.88	
31	\$26.58	\$27.25	\$27.93	\$29.31	\$30.78	\$32.33	\$33.95	\$34.80	\$35.67	
32	\$31.71	\$32.51	\$33.33	\$34.99	\$36.75	\$38.57	\$40.50	\$41.51	\$42.56	
33	\$35.46	\$36.34	\$38.16	\$40.04	\$42.05	\$44.15	\$46.38	\$47.52	\$48.71	
35	\$34.11	\$34.96	\$35.82	\$37.63	\$39.50	\$41.48	\$43.55	\$44.65	\$45.77	
36	\$35.06	\$35.95	\$37.74	\$39.63	\$41.60	\$43.69	\$45.87	\$48.15	\$49.36	\$50.60
37	\$41.48	\$42.52	\$44.64	\$46.86	\$49.22	\$51.66	\$54.25	\$56.96	\$58.38	\$59.84

2021 SALARY SCHEDULE

Salary Schedule Effective First Full Pay Period of July 2021 ~ 1.2 % Increase

Grade	Steps									10
	1	2	3	4	5	6	7	8	9	
12	\$21.08	\$21.61	\$22.68	\$23.81	\$25.01	\$26.26	\$27.58	\$28.27	\$28.97	
14	\$22.15	\$22.71	\$23.84	\$25.04	\$26.29	\$27.61	\$28.97	\$29.69	\$30.43	
15	\$22.80	\$23.38	\$24.54	\$25.77	\$27.04	\$28.40	\$29.83	\$30.57	\$31.33	
16	\$23.60	\$24.21	\$25.43	\$26.69	\$28.02	\$29.42	\$30.89	\$31.67	\$32.45	
17	\$24.37	\$24.97	\$26.21	\$27.53	\$28.90	\$30.34	\$31.86	\$32.65	\$33.46	
18	\$25.45	\$26.09	\$27.37	\$28.74	\$30.19	\$31.70	\$33.28	\$34.11	\$34.96	
19	\$26.49	\$27.15	\$28.51	\$29.92	\$31.42	\$32.99	\$34.65	\$35.51	\$36.39	
20	\$28.66	\$29.38	\$30.84	\$32.38	\$33.99	\$35.69	\$37.47	\$38.41	\$39.37	
21	\$28.66	\$29.38	\$30.84	\$32.38	\$33.99	\$35.69	\$37.47	\$38.41	\$39.37	
22	\$31.70	\$32.49	\$34.11	\$35.83	\$37.62	\$39.51	\$41.49	\$42.51	\$43.59	
23	\$34.52	\$35.38	\$37.15	\$39.00	\$40.96	\$43.01	\$45.16	\$46.30	\$47.44	
31	\$26.90	\$27.58	\$28.27	\$29.66	\$31.15	\$32.72	\$34.36	\$35.22	\$36.10	
32	\$32.09	\$32.90	\$33.73	\$35.41	\$37.19	\$39.03	\$40.99	\$42.01	\$43.07	
33	\$35.89	\$36.78	\$38.62	\$40.52	\$42.55	\$44.68	\$46.94	\$48.09	\$49.29	
35	\$34.52	\$35.38	\$36.25	\$38.08	\$39.97	\$41.98	\$44.07	\$45.19	\$46.32	
36	\$35.48	\$36.38	\$38.19	\$40.11	\$42.10	\$44.21	\$46.42	\$48.73	\$49.95	\$51.21
37	\$41.98	\$43.03	\$45.18	\$47.42	\$49.81	\$52.28	\$54.90	\$57.64	\$59.08	\$60.56

2022 SALARY SCHEDULE

Salary Schedule Effective First Full Pay Period in 2022 ~ 1.2 % Increase & an additional
2.5% step

Grade	Steps										
	1	2	3	4	5	6	7	8	9	10	11
12	\$21.33	\$21.87	\$22.95	\$24.10	\$25.31	\$26.58	\$27.91	\$28.61	\$29.32	\$30.05	
14	\$22.42	\$22.98	\$24.13	\$25.34	\$26.61	\$27.94	\$29.32	\$30.05	\$30.80	\$31.57	
15	\$23.07	\$23.66	\$24.83	\$26.08	\$27.36	\$28.74	\$30.19	\$30.94	\$31.71	\$32.50	
16	\$23.88	\$24.50	\$25.74	\$27.01	\$28.36	\$29.77	\$31.26	\$32.05	\$32.84	\$33.66	
17	\$24.66	\$25.27	\$26.52	\$27.86	\$29.25	\$30.70	\$32.24	\$33.04	\$33.86	\$34.71	
18	\$25.76	\$26.40	\$27.70	\$29.08	\$30.55	\$32.08	\$33.68	\$34.52	\$35.38	\$36.26	
19	\$26.81	\$27.48	\$28.85	\$30.28	\$31.80	\$33.39	\$35.07	\$35.94	\$36.83	\$37.75	
20	\$29.00	\$29.73	\$31.21	\$32.77	\$34.40	\$36.12	\$37.92	\$38.87	\$39.84	\$40.84	
21	\$29.00	\$29.73	\$31.21	\$32.77	\$34.40	\$36.12	\$37.92	\$38.87	\$39.84	\$40.84	
22	\$32.08	\$32.88	\$34.52	\$36.26	\$38.07	\$39.98	\$41.99	\$43.02	\$44.11	\$45.21	
23	\$34.93	\$35.80	\$37.60	\$39.47	\$41.45	\$43.53	\$45.70	\$46.86	\$48.01	\$49.21	
31	\$27.22	\$27.91	\$28.61	\$30.02	\$31.52	\$33.11	\$34.77	\$35.64	\$36.53	\$37.44	
32	\$32.48	\$33.29	\$34.13	\$35.83	\$37.64	\$39.50	\$41.48	\$42.51	\$43.59	\$44.68	
33	\$36.32	\$37.22	\$39.08	\$41.01	\$43.06	\$45.22	\$47.50	\$48.67	\$49.88	\$51.13	
35	\$34.93	\$35.80	\$36.69	\$38.54	\$40.45	\$42.48	\$44.60	\$45.73	\$46.88	\$48.05	
36	\$35.91	\$36.82	\$38.65	\$40.59	\$42.61	\$44.74	\$46.98	\$49.31	\$50.55	\$51.82	\$53.12
37	\$42.48	\$43.55	\$45.72	\$47.99	\$50.41	\$52.91	\$55.56	\$58.33	\$59.79	\$61.29	\$62.82

2023 SALARY SCHEDULE

Salary Schedule Effective First Full Pay Period in 2023 ~ 1.2 %

Grade	Steps										
	1	2	3	4	5	6	7	8	9	10	11
12	\$21.59	\$22.13	\$23.23	\$24.39	\$25.61	\$26.90	\$28.24	\$28.95	\$29.67	\$30.41	
14	\$22.69	\$23.26	\$24.42	\$25.64	\$26.93	\$28.28	\$29.67	\$30.41	\$31.17	\$31.95	
15	\$23.35	\$23.94	\$25.13	\$26.39	\$27.69	\$29.08	\$30.55	\$31.31	\$32.09	\$32.89	
16	\$24.17	\$24.79	\$26.05	\$27.33	\$28.70	\$30.13	\$31.64	\$32.43	\$33.23	\$34.06	
17	\$24.96	\$25.57	\$26.84	\$28.19	\$29.60	\$31.07	\$32.63	\$33.44	\$34.27	\$35.13	
18	\$26.07	\$26.72	\$28.03	\$29.43	\$30.92	\$32.46	\$34.08	\$34.93	\$35.80	\$36.70	
19	\$27.13	\$27.81	\$29.20	\$30.64	\$32.18	\$33.79	\$35.49	\$36.37	\$37.27	\$38.20	
20	\$29.35	\$30.09	\$31.58	\$33.16	\$34.81	\$36.55	\$38.38	\$39.34	\$40.32	\$41.33	
21	\$29.35	\$30.09	\$31.58	\$33.16	\$34.81	\$36.55	\$38.38	\$39.34	\$40.32	\$41.33	
22	\$32.46	\$33.27	\$34.93	\$36.70	\$38.53	\$40.46	\$42.49	\$43.54	\$44.64	\$45.75	
23	\$35.35	\$36.23	\$38.05	\$39.94	\$41.95	\$44.05	\$46.25	\$47.42	\$48.59	\$49.80	
31	\$27.55	\$28.24	\$28.95	\$30.38	\$31.90	\$33.51	\$35.19	\$36.07	\$36.97	\$37.89	
32	\$32.87	\$33.69	\$34.54	\$36.26	\$38.09	\$39.97	\$41.98	\$43.02	\$44.11	\$45.22	
33	\$36.76	\$37.67	\$39.55	\$41.50	\$43.58	\$45.76	\$48.07	\$49.25	\$50.48	\$51.74	
35	\$35.35	\$36.23	\$37.13	\$39.00	\$40.94	\$42.99	\$45.14	\$46.28	\$47.44	\$48.63	
36	\$36.34	\$37.26	\$39.11	\$41.08	\$43.12	\$45.28	\$47.54	\$49.90	\$51.16	\$52.44	\$53.76
37	\$42.99	\$44.07	\$46.27	\$48.57	\$51.01	\$53.54	\$56.23	\$59.03	\$60.51	\$62.03	\$63.57

CONSTITUTION AND BY-LAWS
OF THE
ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION

ARTICLE I

NAME, AFFILIATION AND HEADQUARTERS

Section 1. Name.

The name of this organization shall be the Anchorage Police Department Employees Association. The headquarters of the Association shall be in Anchorage, Alaska.

ARTICLE II

OBJECTIVES

It shall be the purpose of the Association to secure improved wages, medical benefits, hours, working conditions and other advantages for its members through negotiations and collective bargaining, and through other lawful methods. The APDEA is committed to working with the community for the betterment of law enforcement and safety.

ARTICLE III

MEMBERSHIP AND DUES

Section 1. Eligibility.

All full-time employees of the Anchorage Police Department who are members of the Association's collective bargaining unit shall be eligible to be members of this Association. The regular membership shall constitute the principal body of the Association

Section 2. Dues

Dues, assessments, and any fees, including initiation fees, shall be set by the Executive Board and ratified by a majority vote of the membership.

Section 3. Payment of Dues

Membership dues shall be payable bi-weekly. Members with service related/occupational or non-occupational disabilities or who are activated by orders into the United States Military and who are no longer receiving wages from the Municipality of Anchorage shall have their dues waived until they return to work.

Section 4. Non-Payment of Dues.

A. All members whose dues are paid as per Section 3 of this Article shall be in good standing. Any member of the Association's bargaining unit whose dues are not paid as per Section 3 of this Article shall not be members of the Association.

B. Members of the Association's bargaining unit who are not members of the Association shall not be entitled to voice or vote in the Association, to participate in any of the Association's activities, and to representation outside of bargaining. If approved by the Association's Executive Board, the Association shall have the authority to charge a non-member who requests representation by the Association the reasonable costs of representation, or to charge a member the reasonable costs of representation if the incident giving rise to the request for representation occurred before the individual became a member of the Association.

ARTICLE IV

MEETINGS

Section 1. Meetings.

General membership meetings shall be held at least quarterly at dates and times as shall be set by the Executive Board. Members of the Association shall be given at least two weeks' notice prior to the date of the regularly-scheduled general membership meetings. An agenda for the general membership meeting shall be simultaneously posted when the notice of a general membership meeting is posted. Twenty-five (25) members, including the officers of the Association, shall constitute the quorum necessary to conduct Association business. No action may be taken by the Association at the general membership meeting on any matter that was not included in the agenda circulated in advance of the meeting.

Section 2. Special Meetings.

Special general membership meetings may be called by the Association's President, the Association's Executive Board, or by petition filed with the President and signed by ten (10) percent of the members of the Association, and shall be called for specifically listed purposes. Transactions at a special general membership meeting shall be limited to the purposes listed in the call for the special general membership meeting.

Section 3. Rules of Order.

Meetings shall be conducted in an orderly and businesslike manner.

Section 5. Sanctions.

A member may be sanctioned by a majority vote of the Executive Board if said member through gross negligence or unlawful act, exposes the Association to financial loss, releases confidential information or commits any act deemed by the Board to cause significant harm to the Association. Prior to any decision regarding sanctions, the member shall be notified in writing no less than ten days prior to the Board meeting when the sanction will be discussed. The member may appear at the Executive Board meeting to offer evidence to mitigate or prevent the proposed sanction. The member will be given written notice of the Executive Board's final decision within three working days of the Executive Board's decision. The membership will be notified of the details of the sanction in approved meeting minutes.

The decision to sanction a member shall not be subject to appeal.

Sanctioned members will not be allowed to run for any office or act as a shop steward for a two-year period from the date the sanction is imposed.

Section 6. Intoxicating Liquors.

There shall be no intoxicating liquors of any kind served or consumed during an Association meeting. Any member entering a meeting in a state of intoxication shall be ejected from the meeting.

ARTICLE V

OFFICERS, NOMINATIONS, ELECTIONS AND CONTRACT RATIFICATION

Section 1. Titles.

Officers of this Association shall be a President, a Vice President, a Recording Secretary, a Treasurer, Communications Officer and ten (10) Trustees, and that shall be the order of succession to the office of the Presidency. These officers shall constitute the Executive Board.

Section 2. Terms of Office.

The term of office of all officers shall be for two (2) years. The President, Treasurer, Communications Officer and half of the Trustees shall be elected on each even-numbered year. The Vice-President, Recording Secretary, and half of the Trustees shall be elected on each odd-numbered year.

Section 3. Nominations, Eligibility and Elections.

A. Nominations for elections shall be made during the month of November prior to the conclusion of an Association general membership meeting. Only members may be nominated, and nominated candidates must accept nominations at the time made, either in person, or, if absent, in writing before the end of the meeting. Candidates may accept nomination for only one (1) office. To be eligible for an Officer position (President, Vice President, Recording Secretary, Treasurer, Communications Officer), candidates must have served in the past as a Trustee or Shop Steward and demonstrated a commitment to Association through or volunteer activities. If a question is raised concerning the eligibility of a candidate, the Elections Committee shall investigate the eligibility of the candidate. The Committee shall report its findings to the Executive Board, which shall have the authority to disqualify any ineligible candidate.

B. On all ballots, the names of the candidates for each position shall be listed in alphabetic order. Write-in candidates shall be allowed, provided the candidates are members of the Association.

C. Elections shall be held during the first two (2) weeks of December. A seven (7) day notice of election shall be given. If an electronic ballot is used, members will be given a seven (7) day voting period. If a paper ballot is used, voting shall occur on a single day, as set by the Elections Committee.

D. The candidates for the position of Trustee receiving the most votes cast in election for the Trustee position shall be the winners of the election for the open Trustee positions. The candidates for the five officer positions of President, Vice President, Treasurer, Recording Secretary, and Communications Officer receiving the majority of the votes cast in the elections for their office shall be the winners of the election for that office. In the event that no candidate for an officer position receives a majority of the votes, a run-off election between the two candidates for that position receiving the most votes shall be conducted no later than the conclusion of the fourth week in December.

E. If there is a tie for the most votes received, there shall be a runoff election between the candidates receiving the most votes. The runoff election shall be held no later than the conclusion of the fourth week in December, and the candidate receiving the most votes cast in the runoff election shall be the winner of the election.

F. The terms of office of the officers who are elected shall commence on January 1 of the year following their election to office.

Section 4. Vacancies In Office.

Vacancies in trustee positions shall be filled for the remainder of the unexpired term with the candidate(s) receiving the next most votes from the prior election. If the top two vote recipients received the same number of votes, the Executive Board shall select, through using random selection, which of the two recipients shall be appointed. Vacancies in officer positions will be filled by a special ballot held within thirty (30) days of the vacancy. Provided, however, that if the vacancy in an officer's term is less than six months in length, the vacancy may be filled by vote of the Executive Board.

Section 5. Contract Ratification.

All collective bargaining agreements shall be subject to ratification by the general membership by secret ballot. The balloting shall be so conducted as to afford all members a reasonable opportunity to vote. At least five (5) days advance notice shall be given the membership prior to holding the ratification vote, and the Association shall conduct at least one (1) informational meeting prior to the ratification vote. The agreement that is subject of the ratification vote shall be approved if supported by a majority of members voting in the election.

Section 6. Procedure for Special Balloting.

Special balloting on any issue other than those described above may be called by the Executive Board. A seven (7) day notice of special balloting shall be given. If an electronic ballot is used, members will be given a seven (7) day voting period. The issue that is the subject of special balloting shall be approved if supported by a majority of members voting in the election.

Section 7. Elections Committee.

On an as needed basis as determined by the President, the President shall appoint Association members to serve as an Election Committee. No member of the Elections Committee may be a candidate for office in the election held in that year. The Committee shall report the results of the election to the Recording Secretary as soon as the vote is tabulated.

Section 8. Balloting Challenges.

In the event any member protests the conduct of balloting or certain ballots, such protest shall be sent in writing by registered or certified mail within forty-eight (48) hours or via email to the Elections Committee, setting forth the exact nature and specification of the protest and his/her claim as to how the protested practice or ballots affected the outcome of the election. The Executive Board will resolve the protest at its next meeting, and the decision of the Executive Board shall be appealable to the general membership at the next general membership meeting. The decision of the general membership on appeal shall be final and binding.

ARTICLE VI

DUTIES OF OFFICERS AND EXECUTIVE BOARD

Section 1. Duties Common to All Executive Board Members.

Members of the Executive Board shall perform faithfully not only those duties with which they are specifically charged under this Constitution and By-Laws, but shall also perform such other duties as ordinarily pertain to their office or such as the Association may from time to time impose.

Section 2. President.

A. The President shall be the chief executive and administrative officer of the Association, and shall conduct the affairs of the Association in accordance with its constitution and in accordance with policy decisions of the membership and the Association's Executive Board. The President shall be an ex-officio member of all committees, shall issue the call for regular and special meetings, shall preside at general membership meetings, and shall have the right to vote in any general membership or Executive Board decisions where the President's vote is necessary to break a tie. The President shall, with the Executive Board's approval, procure suitable offices for the transaction of the Association's business. The President shall, with the approval of the Executive Board, engage such technical and professional services, including legal counsel, labor representative, accounting, and other services as may be required. The President shall have full authority to appoint and remove all shop stewards, and to appoint members to committees created by the Executive Board. The President shall report on his/her actions at regular or special meetings to the Executive Board.

B. The responsibilities of the President may not be delegated, but the President may delegate to a member or members the execution of the President's duties, subject to the limitations of this Constitution and By-Laws. The President shall have the non-delegable authority to sign all checks, authorizations for expenditures, contracts, and other official documents of this Association.

Section 3. Vice President.

It shall be the duty of the Vice-President to assist the President in preserving order at meetings, to preside over Executive Board meetings, and to carry out the delegable duties of the President in the absence of the President or in cases of a vacancy in the Office of President.

Section 4. Treasurer.

The Treasurer shall receive and receipt for all monies of the Association, and deposit such monies in accounts or investments in the Association's name. The types of funds in which the Association's monies are invested as well as the percentage allocation of the Association's monies among those funds shall be subject to the approval of the Executive Board, which shall set the investment policies of the Association unless overridden by a vote of the general membership. Monies so deposited or invested shall be withdrawn only upon written authorization signed by two (2) Officers, one (1) of whom shall be the Treasurer if the Treasurer is available. The Treasurer shall keep an accurate record of receipts and disbursements and shall submit to the Executive Board an annual budget and a quarterly operating statement of the financial transactions of the Association. The Treasurer shall act as custodian of all properties of the Association. The Treasurer, subject to the approval of the Executive Board, shall engage a certified public accountant to perform an annual independent audit or review of the Association's books, and the result of the audit or review shall be reported to the Executive Board.

Section 5. Recording Secretary.

It shall be the duty of the Recording Secretary to keep a correct and impartial account of the proceedings of each meeting of the Association and of the Executive Board, and to preserve the same at all times ready for inspection by any member of the Association. The Recording Secretary shall post the results of all balloting conducted under this Constitution and By-Laws within twenty-four (24) hours of the conclusion of the balloting.

Section 6. Communications Officer.

The Communications Officer shall oversee the development and maintenance of the Association's internal and external communication efforts using various mediums, including the use of the most current technology. The duties encompass Association member communications and relations; public and media relations; developing partnerships with other labor unions and community advocacy groups surrounding current events, political action, and public awareness directly and indirectly affecting Association members; development of communication plans, strategy, and messaging around collective bargaining matters, legislative and ballot initiatives, political campaigns, public policy development, and other union related activities.

Section 7. Executive Board.

A. The Executive Board shall possess all the legislative and policy-making authority of the Association except the power to amend the Constitution and By-Laws. The Executive Board shall have the authority to make final and binding interpretations of this Constitution and By-Laws. The Executive Board shall have the authority to make binding interpretations and enter into memoranda of exception or understanding of the collective bargaining agreement, and to create committees. The policies, rulings and decisions of the Executive Board shall remain in full force and effect unless reversed by the Association at votes at two (2) consecutive special or general membership meetings. The members of the Executive Board shall be required to attend all general and Executive Board meetings of the Association. Any Executive Board member who misses three (3) regularly scheduled Executive Board meetings in a rolling 12 month period without an excused absence, as determined by the Executive Board, will be removed from the Board by the President.

B. The Executive Board shall meet at the call of the President or a majority of the members of the Executive Board upon seven (7) days' notice unless an emergency situation dictates otherwise. All meetings of the Executive Board shall be open to all members of the Association except during executive sessions called by a majority vote of the Executive Board. Minutes of executive sessions of the Executive Board may not be removed from the Association office and may not be copied.

C. At the conclusion of his/her term of office, an Executive Board member shall deliver to his/her successors all records, funds, and properties of the Association entrusted to their care.

D. A voting quorum shall consist of no less than seven (7) voting members of the Executive Board present at a specific and notified meeting. The President shall count towards the quorum requirement.

E. Members of the Executive Board shall serve the term for which they are elected unless removed in accordance with these provisions for failure to attend meetings pursuant to Section A, above, or for

incompetency, neglect of duty, or dishonesty. If any member believes that an Executive Board member should be removed from office for incompetency, neglect of duty, or dishonesty, the member must present his/her concerns to the Executive Board. If, in the opinion of a majority of the Executive Board, the challenged member should be removed from office, the Executive Board shall present its concerns to the general membership at a special meeting, to be held no more than seven and no less than fourteen days after the Executive Board meeting. A recall election shall be conducted no more than seven and no less than fourteen days after the special meeting. If the majority of those voting in the recall election agree that there is cause for removal, then the Executive Board member shall be immediately removed from duty.

In cases of emergency, a member of the Executive Board may be temporarily suspended pending the completion of the recall process. No member of the Executive Board may be temporarily suspended unless three-quarters of the members of the Executive Board voting on the recall recommendation to the general membership vote for such a suspension.

If a member is recalled from office, the member shall not be able to run for office or serve as a shop steward for a two-year period following the effective date of the recall.

F. The exercise of discretion by the Executive Board in a particular case or cases shall not constitute a past practice or in any way bind the Association to act in an identical or similar manner in the future.

ARTICLE VII

ASSOCIATION FUNDS

Section 1. Sources of Funds.

The funds of the Association shall be derived from dues, assessments, fines, donation, rents, interest, dividends, and from other lawful sources.

Section 2. Expenditures.

The funds of the Association may be expended in furthering the object of this Association, in the assistance of other Unions, in proper deposits and investments, and for such other purposes as this Constitution and By-Laws provide. No investments over \$1,000 shall be made until the same have been investigated and approved by the Executive Board.

Section 3. Financial Dealings With Association Members.

No loans shall be authorized to any Association member or employee. Except upon dissolution of the Association or a dues refund authorized by the Executive Board, the funds of the Association shall not in any manner be divided among its members.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Power to Bind Association.

Except to the extent specified in this Constitution and By-Laws, no officer of the Association shall have the power to act as agent for or otherwise bind the Association in any way whatsoever. No member or group of members or other persons shall have the power to act on behalf of or otherwise bind the Association except to the extent specifically authorized in writing by the President or by the Executive Board of the Association.

Section 2. Receipts and Expense Accounts.

All receipts and other evidence of expenditures on behalf of the Association shall be made available for inspection by any Association member eligible to vote in Association elections. Members who wish to review receipts or other evidences of expenditures shall do so in the presence of the President, the Vice-President, the Treasurer, and the Communications Officer.

Section 3. Surety Bonds and Insurance.

Any member having authority to sign checks on behalf of the Association or having access to the Association's funds shall be covered by surety bonds or insurance purchased by the Association.

Section 4. Funds Produced By Games Of Chance And Contests Of Skill.

Upon the dissolution of the Association, any remaining net proceeds from the APDEA's conduct of Games of Chance and Contests of Skill shall be distributed to charities as defined in AS 05.15.690(5).

ARTICLE IX

CONTRIBUTIONS POLICY

All Association contributions shall be made under one of the following categories:

A. Professional: Contributions to organizations for the purpose of improving law enforcement. The amount shall be determined on a case-by-case basis by the Executive Board.

B. Charitable Contributions: The Executive Board shall have discretion to make charitable contributions in the best interest of the APDEA.

C. Gifts to Individuals: Gifts other than the retirement honorarium purchased for individuals as an expression of Association appreciation. The maximum expenditure per individual gift shall be \$200.

D. Political: All political contributions will be made in accordance with the rules established by the Alaska Public Offices Commission.

E. All Others: All other contributions will be determined by the Executive Board.

F. The contributing limits specified herein may be waived by vote of nine Executive Board Members.

G. Applicants will fill out an Association contribution request form and submit it to the Association office. The request will be submitted to the Executive Board at the next meeting. Before the next Executive Board meeting, the Treasurer shall review the completed form and forward a copy to each member of the Executive Board. In the event time does not permit a copy being sent in advance, the copies will be made available to Board members at the beginning of the Executive Board meeting.

H. Dues Refund: The APDEA shall pay a dues refund to any Anchorage Police Department employee hired prior to January 1st, 2014 and who terminates service with the Anchorage Police Department with 15 years of service or more, or who retires from employment with the Anchorage Police Department.

(1) The dues refund shall be in the amount of \$50.00 per year of membership in the Anchorage Police Department Employees Association.

(2) The dues refund shall not be paid to an employee who is terminated for just cause. If a terminated employee challenges the termination through the arbitration process, the decision on whether to pay the dues refund shall be made by the Executive Board at its meeting next following the final resolution of the employee's grievance challenging the termination.

I. Academic Award Program: Each year, the Association shall provide up to five (5) one-thousand dollar (\$1,000) academic awards to children of active members.

(1) Taking into consideration the recommendations of the Academic Award Committee, the Board shall establish the qualifications for the awards and approve award application forms.

(2) The Association President or designee shall publish the Academic Award Program qualifications, submission deadlines, and application forms. It shall be sufficient if publication occurs in the minutes of a Board meeting.

(3) The Academic Award Committee shall review all applications and provide a list of eligible candidates to the Board.

(4). The Board shall have the discretion to determine the means of selecting award recipients provided that the recipients are selected by chance. The names of the award winners shall be published no later than August 15 and award recipients shall be notified no later than August 31.

ARTICLE X

AMENDMENTS

Proposed amendments to this Constitution and By-Laws must be read at two regular or special general meetings of the Association. This Constitution and By-Laws may be amended by a majority of the members voting in the election. Written balloting subsequent to the meeting at which the amendments were read shall be required in elections to amend this Constitution and By-Laws. Such balloting shall be completed as specified under Article V, Section 3, Nominations and Elections.

Adopted this 12 day of DECEMBER, 2018.

A handwritten signature in black ink, appearing to read 'J. Conkling', is written over a horizontal line.

Jeremy Conkling, President
Anchorage Police Department Employees Association